

**PERALTA COMMUNITY COLLEGE DISTRICT  
Board of Trustees Agenda Report  
For the Trustee Meeting Date of June 9, 2015**

**ITEM TITLE:** *(Please define the subject; e.g., change order – Berkeley City College)*

Approval of a Tentative Agreement for permanent and hourly employees between the District and the Service Employees International Union Local 1021.

**SPECIFIC BOARD ACTION REQUESTED:**

Requesting that the District approve a Tentative Agreement for permanent and hourly employees between the District and the Service Employees International Union Local 1021.

**ITEM SUMMARY:** *(PLEASE DISCUSS THIS ITEM. IF A VENDOR IS INVOLVED, PLEASE INCLUDE THE COMPANY NAME AS WELL AS THE INDIVIDUAL.)*

On May 29, 2015, the District and SEIU Local 1021 signed a Tentative Agreement for permanent and hourly employees.

On May 29, 2015, SEIU Local 1021 ratified the Tentative Agreement.

The Chancellor recommends approval.

**SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):**

GENERAL FUNDS

**BACKGROUND/ANALYSIS:**

N/A

**DELIVERABLES AND SCOPE OF WORK:**

N/A

**ANTICIPATED COMPLETION DATE:**

N/A

**ALTERNATIVES/OPTIONS:**

N/A

**EVALUATION AND RECOMMENDED ACTION:**

N/A

**OTHER DEPARTMENTS IMPACTED BY THIS ACTION (E.G. INFORMATION TECHNOLOGY):** NO

YES \_\_\_\_\_ NO \_\_\_\_\_

**COMMENTS:** N/A

**WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING? (VICE CHANCELLOR):**

VICE CHANCELLOR LARGENT

(\*\*\*\*\*Board contract approval is subject to negotiation and execution by the Chancellor.)

**DOCUMENT PREPARED BY:**

Prepared by: Trudy Largent, Vice Chancellor Date: 06/02/15  
[Enter Here - Your Name and Title of Individual]

**DOCUMENT PRESENTED AND APPROVED BY:**

Presented and approved by: Trudy Largent Date: 06/02/15  
[Enter Here - Name of College President, (if originating from a college) or Vice-Chancellor (if originating from the District)]

**FINANCE DEPARTMENT REVIEW**

Finance review required  Finance review *not* required

If Finance review is required, determination is:  Approved  Not Approved

If not approved, please give reason: \_\_\_\_\_

Signature: Susan Rinne Date: 06/02/15  
Susan Rinne, Interim Vice Chancellor for Finance and Administration

**GENERAL COUNSEL (Legality and Format/adherence to Education Codes):**

Legal review required  Legal review *not* required

If Legal review is required, determination is:  Approved  Not Approved

Signature: \_\_\_\_\_  
General Counsel

**CHANCELLOR'S OFFICE APPROVAL**

Approved, and Place on Agenda  Not Approved, but Place on Agenda

Signature: José M. Ortiz Date: 06/02/15  
Dr. José M. Ortiz, Chancellor

**PERALTA COMMUNITY COLLEGE DISTRICT and  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

**Permanent Employees Contract Tentative Agreement**

The Peralta Community College District ("District") and the Service Employees International Union Local 1021 (Union) have met in good faith and hereby agree to the following:

For 2014-2015 (Re-openers):

*Article 9 Hours and Overtime:*

**4/10 Summer Work Schedule 2015:**

During the 2014-2015 calendar year, the Union agrees to work a 4/10 Summer Work Schedule for eight weeks in duration for the following dates:

Start: Monday, June 1, 2015 (first 4/10 Friday is June 5, 2015)

End: Friday, July 24, 2015 (employees will return to a 5-day, 8- hour work day on Monday, July 27, 2015)

Exception: Classes are in session on Thursday July 2, 2015. Thus, the District will be open for business. Therefore, during the week of June 29, 2015, employees will work a regular 5-day, 8-hour work week, with Friday, July 3, 2015 off, in observance of the holiday.

Implementation of the 4/10 Summer Work Schedule includes the following provisions:

1. The District shall be closed to the public on Fridays, Saturdays, and Sundays.
2. The standard work day during this period will be for 10 hours, from 8:00 a.m. to 6:30 p.m. However, at the discretion of the first level manager, employees may choose one of the following options:

(Note: Any other alternate schedule must be approved by the first-level manager.)

- Option 1: 8:00 am – 6:30 pm
- Option 2: 7:00 am – 5:30 pm
- Option 3: 7:30 am – 6:00 pm
- Option 4: 8:30 am – 7:00 pm

3. By the end of the day Thursday, May 28, 2015, (subject to SEIU ratification of the Tentative Agreement on Friday, May 29, 2015) each employee must inform their first-

level manager of the schedule option they wish to take during this period. The Office of Human Resources will issue the form on which the employee will indicate their work schedule.

This schedule will indicate whether the employee is agreeing to work either an 8- or a 10-hour day for each day during the designated period of 4/10 work schedule. For all days in which the employee will work 8 hours, they will also indicate which type of leave they want to designate to make up the remaining two (2) hours in the workday. During this period, employees will have the following options:

- A. Work 10 hours per day, Monday through Thursday.
  - B. Work 8 hours per day, Monday through Thursday, and take 2 hours per day of any combination of the following types of leave:
    - a. Vacation Hours
    - b. Previously earned Comp Time
    - c. Floating Holiday Hours
    - d. Leave without Pay
4. If an employee who normally works a swing shift or graveyard shift will work a 10-hour day, their workday will start 2 hours earlier so that the ending time of their shift does not change.
  5. Classes are in session on Thursday July 2, 2015. Thus, the District will be open for business. Therefore, during the week of June 29, 2015, employees will work a regular 5-day, 8-hour work week, with Friday, July 3, 2015 off, in observance of the holiday.
  6. All employees who work more than 10 hours per day, or over 40 hours a week during the 4/10 Summer Work Schedule will be entitled to overtime pay.
  7. All work in excess of 10 hours in any 24-hour period shall be paid for at one and one-half (1 ½) times the regular rate for the first 4 hours of such excess, and at two (2) times the regular rate for the balance of such excess.
  8. Except for health and safety reasons, such as science labs and/or horticultural programs that may require refrigeration or tending, all indoor district facilities, including College of Alameda, Berkeley City College, Laney College, Merritt College, and the District Office will be closed to the public on Fridays, Saturdays, and Sundays during the 4/10 Summer Work Schedule.
  9. The regular work schedule will return to a 5-day, 8-hour work day, effective July 27, 2015.
  10. An exception to the Friday District and facility closure shall be made for all permanent and hourly employees working at District Childcare facilities in that their regular work schedules shall continue at 8 hours per day, 5 days per week, Monday through Friday.



The District and Union are in agreement that all District Childcare Centers may remain open and operational on Fridays, commencing during the week beginning June 1, 2015, through July 24, 2015.

*Article 10.2 Pay Rates:*

- A. The District will provide SEIU Local 1021 the equivalent of a 3% across-the-board salary increase effective July 1, 2014, on the permanent employees' Salary Schedule for fiscal year 2014-2015, only for employees who were employed with the District on or after July 1, 2014, and who were employed by the District as of January 1, 2015.

**"Me-too" Clause**

If during the duration of this agreement, the District agrees to provide a higher salary increase to another employee group, upon finalization of such an agreement, the District shall provide members of SEIU Local 1021 the same salary increase paid to other employee groups.

*Article 11 Health & Welfare Benefits:*

**Furlough/Unpaid Day**

In exchange for the Union agreeing to the 4/10 Summer Work Schedule, the District agrees to waive the 8-hour furlough/unpaid day that employees would otherwise be obligated to take in June 2015, to pay the employee contribution for Delta Dental for 2014-2015.

*For 2015-2016 (4/10, Salary and Delta Dental):*

*Article 9 Hours and Overtime:*

**4/10 Summer Work Schedule 2016:**

During the 2015-2016 calendar year, the Union agrees to work a 4/10 Summer Work Schedule for eight weeks in duration with specific dates to be determined by the District.

Start: Date TBD (first 4/10 Friday is Date TBD)

End: Date TBD (employees will return to a 5-day, 8-hour work day on Date TBD)

Exception: Classes are in session on Date TBD. Thus, the District will be open for business. Therefore, during the week of Date TBD, employees will work a regular 5-day, 8-hour work week, with Date TBD off, in observance of the holiday.

Implementation of the 4/10 Summer Work Schedule includes the following provisions:

- 1) The District shall be closed to the public on Fridays, Saturdays, and Sundays.

- 2) The standard work day during this period will be for 10 hours, from 8:00 a.m. to 6:30 p.m. However, at the discretion of the first level manager, employees may choose one of the following options:

(Note: Any other alternate schedule must be approved by the first-level manager.)

- Option 1: 8:00 am – 6:30 pm
- Option 2: 7:00 am – 5:30 pm
- Option 3: 7:30 am – 6:00 pm
- Option 4: 8:30 am – 7:00 pm

- 3) By the end of the day Date TBD, each employee must inform their first-level manager of the schedule option they wish to take during this period. The Office of Human Resources will issue the form on which the employee will indicate their work schedule. This schedule will indicate whether the employee is agreeing to work either an 8- or a 10-hour day for each day during the designated period of 4/10 work schedule. For all days in which the employee will work 8 hours, they will also indicate which type of leave they want to designate to make up the remaining two (2) hours in the workday. During this period, employees will have the following options:

A. Work 10 hours per day, Monday through Thursday.

B. Work 8 hours per day, Monday through Thursday, and take 2 hours per day of any combination of the following types of leave:

- a) Vacation Hours
- b) Previously earned Comp Time
- c) Floating Holiday Hours
- d) Leave without Pay

- 4) If an employee who normally works a swing shift or graveyard shift will work a 10-hour day, their workday will start 2 hours earlier so that the ending time of their shift does not change.
- 5) Classes are in session on Date TBD. Thus, the District will be open for business. Therefore, during the week of Date TBD, employees will work a regular 5-day, 8-hour work week, with Date TBD off, in observance of the holiday.
- 6) All employees who work more than 10 hours per day, or over 40 hours a week during the 4/10 Summer Work Schedule will be entitled to overtime pay.
- 7) All work in excess of 10 hours in any 24-hour period shall be paid for at one and one-half (1 ½) times the regular rate for the first 4 hours of such excess, and at two (2) times the regular rate for the balance of such excess.

- 8) Except for health and safety reasons, such as science labs and/or horticultural programs that may require refrigeration or tending, all indoor district facilities, including College of Alameda, Berkeley City College, Laney College, Merritt College, and the District Office will be closed to the public on Fridays, Saturdays, and Sundays during the 4/10 Summer Work Schedule.
- 9) The regular work schedule will return to a 5-day, 8-hour work day, effective Date TBD
- 10) An exception to the Friday District and facility closure shall be made for all permanent and hourly employees working at District Childcare facilities in that their regular work schedules shall continue at 8 hours per day, 5 days per week, Monday through Friday. The District and Union are in agreement that all District Childcare Centers may remain open and operational on Fridays, commencing during the week beginning Date TBD, through Date TBD.

***Article 10.2 Pay Rates:***

- A. The District will provide SEIU Local 1021 the equivalent of a 3% across-the-board salary increase effective July 1, 2015, on the permanent employees' Salary Schedule for fiscal year 2015-2016 only for employees who were employed with the District on or after July 1, 2015.
- B. No re-openers on salary for 2015-2016.

**"Me-too" Clause**

If during the duration of this agreement, the District agrees to provide a higher salary increase to another employee group, upon finalization of such an agreement, the District shall provide members of SEIU Local 1021 the same salary increase paid to other employee groups.

***Article 11 Health & Welfare Benefits:***

**Dental Plan – District's Maximum Contribution**

The District's maximum contribution for dental expense shall be based on the maximum premium at each coverage level for United Healthcare (UHC) Dental rate relative to each unit member's actual enrollment; this is the formula for determining the Dental District Contribution Cap.

The projected cost for Delta Dental Insurance coverage over the District Contribution Cap for 2015-2016 is \$201,011. This projected expense will be satisfied by the projected District savings resulting from a \$5 increase to existing employee co-pays for office visits and prescription drug copays effective 7/1/15.

- Medical Co-pays:
  - Increase in medical doctor's office visits from \$10 to \$15.
- Prescription Drug Co-pays:
  - Brand name or generic mail order shall remain at \$10.
  - Generic name increases from \$10 to \$15.
  - Brand name increases from \$15 to \$20.

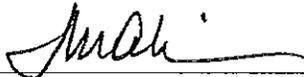
The savings from this increase in co-pays and prescriptions will be used to offset the employee cost to the Delta Dental coverage resulting in zero out-of-pocket monthly premium expenses for the period of July 1, 2015 through June 30, 2016.

Under this one-year arrangement, unit members will not make out-of-pocket payroll contributions for 2015-2016 dental coverage, and the actual expense over the cap will be recalculated at the end of 2015-2016 fiscal year. In any event, the District's fiscal year contribution will not exceed the cap of United Health Care premiums for each coverage level (single party, two-part and family coverage).

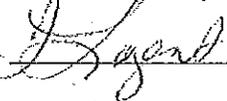
The 2012-2015 Successor Agreement expires on June 30, 2015, and the parties are negotiating the 2015-2018 Successor Agreement. The parties agree that for 2015-2016 only, the following articles have been negotiated in good faith; therefore, there shall be no re-openers or negotiations on these articles during 2015-2016 of the 2015-2018 Successor Agreement:

- Article 9 Hours and Overtime, 4/10 Summer Work Schedule
- Article 10.2 Pay Rates
- Article 11 Health & Welfare Benefits, Employee Contributions for the cost of Delta Dental Plan

For Peralta Community College District:

By:  Date: 6.2.15

José M. Ortiz, Chancellor

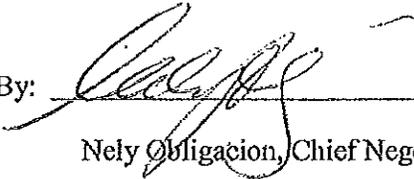
By:  Date: 5/29/15

Trudy Largent, J.D.

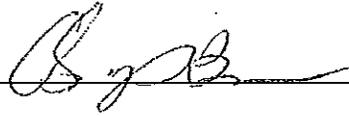
Vice Chancellor for Human Resources & Employee Relations



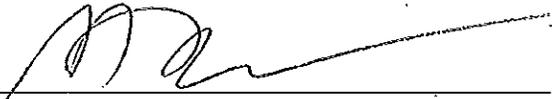
For SEIU Local 1021:

By:   
Nely Obligation, Chief Negotiator

Date: \_\_\_\_\_

By:   
Abigail Brewer, President, SEIU Local 1021

Date: 5/29/15

By:   
Matthew Lanza, Field Representative

Date: 5/29/15

**PERALTA COMMUNITY COLLEGE DISTRICT and  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

**Hourly Employees Tentative Agreement**

The Peralta Community College District ("District") and the Service Employees International Union Local 1021 (Union) have met in good faith and hereby agree to the following:

*For 2014-2015 (Re-openers):*

*Article 9 Hours and Overtime:*

**4/10 Summer Work Schedule 2015:**

During the 2014-2015 calendar year, the Union agrees to work a 4/10 Summer Work Schedule for eight weeks in duration for the following dates:

Start: Monday, June 1, 2015 (first 4/10 Friday is June 5, 2015)

End: Friday, July 24, 2015 (employees will return to a 5-day, 8- hour work day on Monday, July 27, 2015)

Exception: Classes are in session on Thursday July 2, 2015. Thus, the District will be open for business. Therefore, during the week of June 29, 2015, employees will work a regular 5-day, 8-hour work week, with Friday, July 3, 2015 off, in observance of the holiday.

Implementation of the 4/10 Summer Work Schedule includes the following provisions:

1. The District shall be closed to the public on Fridays, Saturdays, and Sundays.
2. The standard work day during this period will be for 10 hours, from 8:00 a.m. to 6:30 p.m. However, at the discretion of the first level manager, employees may choose one of the following options:

(Note: Any other alternate schedule must be approved by the first-level manager.)

- Option 1: 8:00 am – 6:30 pm
- Option 2: 7:00 am – 5:30 pm
- Option 3: 7:30 am – 6:00 pm
- Option 4: 8:30 am – 7:00 pm

3. By the end of the day Thursday, May 28, 2015, (subject to SEIU ratification of the Tentative Agreement on Friday, May 29, 2015) each employee must inform their first-level manager of the schedule option they wish to take during this period. The Office of

Human Resources will issue the form on which the employee will indicate their work schedule.

This schedule will indicate whether the employee is agreeing to work either an 8- or a 10-hour day for each day during the designated period of 4/10 work schedule. During this period, employees will have the following option:

- A. Work 10 hours per day, Monday through Thursday.
4. If an employee who normally works a swing shift or graveyard shift will work a 10-hour day, their workday will start 2 hours earlier so that the ending time of their shift does not change.
  5. All employees who work more than 10 hours per day, or over 40 hours a week during the 4/10 Summer Work Schedule will be entitled to overtime pay.
  6. All work in excess of 10 hours in any 24-hour period shall be paid for at one and one-half (1 ½) times the regular rate for the first 4 hours of such excess, and at two (2) times the regular rate for the balance of such excess.
  7. Except for health and safety reasons, such as science labs and/or horticultural programs that may require refrigeration or tending, all indoor district facilities, including College of Alameda, Berkeley City College, Laney College, Merritt College, and the District Office will be closed to the public on Fridays, Saturdays, and Sundays during the 4/10 Summer Work Schedule.
  8. The regular work schedule will return to a 5-day, 8-hour work day, effective July 27, 2015.
  9. An exception to the Friday District and facility closure shall be made for all permanent and hourly employees working at District Childcare facilities in that their regular work schedules shall continue at 8 hours per day, 5 days per week, Monday through Friday. The District and Union are in agreement that all District Childcare Centers may remain open and operational on Fridays, commencing during the week beginning June 1, 2015, through July 24, 2015.

*Article 10.2 Pay Rates:*

- A. The District will provide SEIU Local 1021 the equivalent of a 3% across-the-board salary increase effective July 1, 2014, on the Short-term (Hourly) Employees' Salary Schedule for fiscal year 2014-2015 only for employees who were employed with the District during Spring of 2015.

**"Me-too" Clause**

If during the duration of this agreement, the District agrees to provide a higher salary increase to another employee group, upon finalization of such an agreement, the District shall provide members of SBIU Local 1021 the same salary increase paid to other employee groups.

For 2015-2016 (4/10 and Salary):

*Article 9 Hours and Overtime:*

**4/10 Summer Work Schedule 2016:**

During the 2015-2016 calendar year, the Union agrees to work a 4/10 Summer Work Schedule for eight weeks in duration with the specific dates to be determined by the District.

Start: Date TBD (first 4/10 Friday is Date TBD)

End: Date TBD (employees will return to a 5-day, 8- hour work day on Date TBD)

Exception: Classes are in session on Date TBD. Thus, the District will be open for business. Therefore, during the week of Date TBD, employees will work a regular 5-day, 8-hour work week, with Date TBD off, in observance of the holiday.

Implementation of the 4/10 Summer Work Schedule includes the following provisions:

- 1) The District shall be closed to the public on Fridays, Saturdays, and Sundays.
- 2) The standard work day during this period will be for 10 hours, from 8:00 a.m. to 6:30 p.m. However, at the discretion of the first level manager, employees may choose one of the following options:

(Note: Any other alternate schedule must be approved by the first-level manager.)

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- 3) By the end of the day Date TBD, each employee must inform their first-level manager of the schedule option they wish to take during this period. The Office of Human Resources will issue the form on which the employee will indicate their work schedule.

This schedule will indicate whether the employee is agreeing to work either an 8- or a 10-hour day for each day during the designated period of 4/10 work schedule. During this period, employees will have the following option:

A. Work 10 hours per day, Monday through Thursday.

- 4) If an employee who normally works a swing shift or graveyard shift will work a 10-hour day, their workday will start 2 hours earlier so that the ending time of their shift does not change.
- 5) All employees who work more than 10 hours per day, or more than 40 hours a week during the 4/10 Summer Work Schedule will be entitled to overtime pay.
- 6) All work in excess of 10 hours in any 24-hour period shall be paid for at one and one-half (1 ½) times the regular rate for the first 4 hours of such excess, and at two (2) times the regular rate for the balance of such excess.
- 7) Except for health and safety reasons, such as science labs and/or horticultural programs that may require refrigeration or tending, all indoor district facilities, including College of Alameda, Berkeley City College, Laney College, Merritt College, and the District Office will be closed to the public on Fridays, Saturdays, and Sundays during the 4/10 Summer Work Schedule.
- 8) The regular work schedule will return to a 5-day, 8-hour work day, effective Date TBD
- 9) An exception to the Friday District and facility closure shall be made for all permanent and hourly employees working at District Childcare facilities in that their regular work schedules shall continue at 8 hours per day, 5 days per week, Monday through Friday. The District and Union are in agreement that all District Childcare Centers may remain open and operational on Fridays, commencing during the week beginning Date TBD, through Date TBD.

*Article 10.2 Pay Rates:*

- A. The District will provide SEIU Local 1021 the equivalent of a 3% across-the-board salary increase effective July 1, 2015, on the Short-term (Hourly) Employees' Salary Schedule for fiscal year 2015-2016 only for employees who were employed with the District on or after July 1, 2015.
- B. No re-openers on salary for 2015-2016.

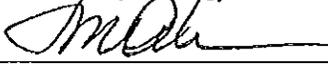
**"Me-too" Clause**

If during the duration of this agreement, the District agrees to provide a higher salary increase to another employee group, upon finalization of such an agreement, the District shall provide members of SEIU Local 1021 the same salary increase paid to other employee groups.

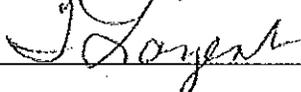
The 2012-2015 Successor Agreement expires on June 30, 2015, and the parties are negotiating the 2015-2018 Successor Agreement. The parties agree that for 2015-2016 only, the following articles have been negotiated in good faith; therefore, there shall be no re-openers or negotiations on these articles during 2015-2016 of the 2015-2018 Successor Agreement:

- Article 9 Hours and Overtime, 4/10 Summer Work Schedule
- Article 10.2 Pay Rates

For Peralta Community College District:

By:  Date: 6.2.15

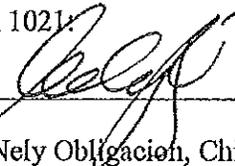
José M. Ortiz, Chancellor

By:  Date: 5/29/15

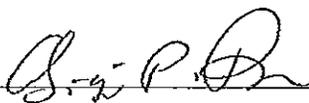
Trudy Largent, J.D.

Vice Chancellor for Human Resources & Employee Relations

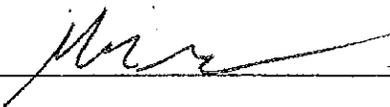
For SEIU Local 1021:

By:  Date: 5.29.2015

Nely Obligation, Chief Negotiator

By:  Date: 5/29/15

Abigail Brewer, President, SEIU Local 1021

By:  Date: 5/29/15

Matthew Lanza, Field Representative