

**PERALTA COMMUNITY COLLEGE DISTRICT
Board of Trustees Agenda Report
For the Trustee Meeting Date of May 10, 2016**

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

Approval of a Tentative Agreement for regular employees between the District and the International Union of Operating Engineers (IUOE) Local 39 from June 30, 2015 through July 1, 2018.

SPECIFIC BOARD ACTION REQUESTED:

Requesting that the District approve a Tentative Agreement for regular employees between the District and the International Union of Operating Engineers (IUOE) Local 39.

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

On April 14, 2016, the District and IUOE Local 39 signed a Tentative Agreement for regular employees.

On April 20, 2016, IUOE Local 39 members 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 Date: 05/05/16
[Trudy Largent, Vice Chancellor]

DOCUMENT PRESENTED AND APPROVED BY:

Presented and approved by: Trudy Largent Date: 05/05/16
[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: Ron Little Date: 05/05/16
Ron Little, 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: Jowel c. Laguerre Date: 05/05/16
Jowel C. Laguerre, Chancellor

**THE PERALTA COMMUNITY COLLEGE DISTRICT and
INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL 39**

Tentative Agreement for Regular Employees

June 30, 2015 – July 1, 2018

The Peralta Community College District ("District") and International Union of Operating Engineers - Local 39 (Union) have met in good faith and hereby agree to the following:

Article 12 - Hours of Work:

4/10 2016 Summer Work Schedule:

On March 16, 2016, the District and Local 39 negotiated an eight-week 4/10 Summer Work Schedule for Summer 2016. The dates were determined by the District. The District has designated June 6, 2016 through August 5, 2016 for the 2016 Summer Work Schedule.

During the summer of 2016, the Union agrees to work a 4/10 Summer Work Schedule for eight (8) weeks in duration for the following dates:

Start: Monday, June 6, 2016 (first 4/10 Friday is June 10, 2016)

End: Friday, July 29, 2016 (employees will return to a five (5) day, eight (8) hour week on Monday, August 1, 2016).

During the week of July 4th, Monday will be the Independence Day holiday and employees will work four (4), eight (8) hour days, Tuesday, July 5th, through Friday, July 8, 2016.

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

Option 5: 6:00 am – 4:30 pm

- 3) By the end of the day (May 27, 2016), 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 July 5 through July 8, 2016. Thus, the District will be open for business. Therefore, during the week of July 5 – 8, 2016, employees will work a regular 5-day, 8-hour work week, with July 4, 2016 off, in observance of the 4th of July holiday.
 - 6) All employees who work more than 10 hours per day 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 August 8, 2016.
 - 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 6, 2016, through August 5, 2016.

4/10 Summer Work Schedule 2017-2018:

During the Summer of 2017 and the Summer of 2018, the Union agrees to work to work a 4/10 Summer Work Schedule for nine (9) weeks in duration for the following dates.:

Start: Dates to be determined – in consultation with the Union.

End: Dates to be determined – in consultation with the Union,

The District agrees that the week of the Independence Day Holiday, July 4th, will remain a 4/10 work week and July 4th will be honored as a 10-hour paid holiday. The Friday of that week will be a non-work day.

The District may elect not to implement the 4/10 work schedule.

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:

- a. (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
- Option 5: 6:00 am – 4:30 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.

- a. 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:

1. Work 10 hours per day, Monday through Thursday, or
2. 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 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 15 - Position Audits/Classification Studies

Definition of Desk Audit/Reclassification

A position may be considered for desk audit/reclassification once a unit member has demonstrated that duties in a specific position can be shown that responsibilities or additional higher level duties have been added to the position, which is not reflected in the job description. An increase in the workload at the same level and working out of classification does not qualify for reclassification.

Reclassification Review Process

A "window period" will be opened from November 1 to November 30 each year to provide unit members and management the opportunity to submit desk audit reclassification review requests. The reclassification process shall be completed the last working day in February of the year following the reclassification request.

The request will be accompanied by:

1. A complete reclassification request form, which should focus on what has changed about the position.
2. A copy of the unit member's current job description.
3. A copy of the job description for the proposed classification and any additional supporting documentation.
4. It will be signed by the unit member and the immediate supervisor, whose purpose is to acknowledge the application for reclassification review, not approve or oppose the request.

The Senior Human Resources Analyst or other so designated by the Vice Chancellor of Human Resources & Employee Relations will prepare an analysis of the reclassification request based on the following: the completed reclassification request form; a desk audit, if deemed necessary; internal and external audits of similar or related positions as necessary; interviews with the unit member and unit member's immediate supervisor and/or manager; and any other relevant information requested by the Vice Chancellor of Human Resources & Employee Relations.

The Senior Human Resources Analyst will issue written recommendations for classification and salary range allocation based on the data provided, and forward these recommendations to the Vice Chancellor of Human Resources & Employee Relations, who will provide them to the Union.

The Vice Chancellor of Human Resources & Employee Relations, or designee, will review these recommendations.

The decision of the Vice Chancellor of Human Resources & Employee Relations will be communicate, in writing, to the unit member, the supervisor and the Union, with a copy of the new job description, on or before the February date for completion of the process.

Effective date

Reclassifications, once approved, will be effective on the date the reclassification request is received by Human Resources.

Appeals

If the unit member disagrees with the reclassification decision, he/she may appeal. Such an appeal must be based upon errors or omissions in the reclassification review process and filed in

Human Resources, with a copy to the Local 39 Business Representative, within 30 days of the date of the unit member's receipt of the notice regarding the reclassification decision. If no appeal is filed, the decision becomes effective.

If an appeal is filed, the Appeal will be considered by an Appeal Panel: The Local 39 Business Representative and one designee, the Labor Representative for the unit, College/District manager appointed by the President/Chancellor, and the Vice Chancellor of Human Resources & Employee Relations or designee, with the Senior Human Resources Analyst serving as a resource. The Appeal Panel will consider the appeal within one month of the close of the 30-day appeal period. If no consensus is reached by the Panel the appeal may be moved to Step 2.

Step 2: As outlined in the Article 15 page 36 of the current MOU:

If within 30 days following a position audit and report by the Personnel Office, the Union and the District are unable to reach agreement on the appropriate classification and pay rate for a position, the following will occur:

- 1. The Union and the District will jointly prepare a brief written statement of the reasons for their final position on the classification and pay rate for the position(s) in the study. A copy of this statement will be provided to the other party and to the classification and pay specialist.*
- 2. The Union and the District will jointly select a classification and pay specialist, who has no connection to either the District or the Union, to conduct a hearing on the issues in dispute.*
- 3. The hearing will be informal and strict rules of evidence will not be required. The purpose of the hearing is to provide an opportunity for both parties to present facts and arguments in support of their position.*
- 4. The classification and pay specialist shall be limited to selecting either the District's or the Union's final proposal. The classification and pay specialist is not authorized to recommend any modification to either final proposal or to recommend a proposed resolution that is different from either the District or Union's final proposal.*
- 5. The cost of the classification and pay specialist shall be shared on a 50/50 basis.*

Salary and Anniversary Date

Any unit member who is reclassified will be placed at the lowest classification step which provides an increase of at least five (5) percent. The unit member's evaluation and anniversary

date, for purposes of step increases and longevity, shall not change. However, the annual evaluation date will change to reflect the date in which the reclassification became effective.

Classification of New Positions

All newly created positions shall be processed and reviewed by the IUOE Local 39 and Human Resources to recommend a job description and salary placement. When recommending salary placement, consideration shall be given to the newly created position with similar positions in the unit.

Labor Market for External Salary Surveys

Agencies to be used for salary surveys will include the 10 Bay Area Districts. There are 10 Community College Districts in the Bay Area. This group of Districts share information related to compensation and classifications.

The 10 Districts include:

- Chabot-Las Positas CCD
- Cabrillo Community College District
- Contra Costa CCD
- Hartnell Community College District
- Monterey Peninsula Community College District
- Ohlone College
- Peralta CCD
- San Francisco City College
- San Jose-Evergreen CCD
- West Valley-Mission CCD

Article 19 - Employee Evaluations

For permanent employees: The evaluation will occur annually, within 60 days in which the employee attained permanency in his/her present position, or date of reclassification.

Article 24 - Health & Welfare Benefits for Fiscal Year 2016-2017

Delta Dental:

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.

The projected cost over cap for 2016-2017 is approximately \$60,000 and is satisfied by the District savings resulting from an increase to office visits and prescription drug copays for our medical plans from \$10 to \$15 implemented in fiscal year 2013-2014.

Members will not make out-of-pocket payroll contributions for fiscal year 2016-2017 for dental coverage.

Medical:

Those employees who select the District's PPO Traditional Medical Plan will make the following contributions through payroll deduction, effective July 1, 2016:

<u>Coverage Level</u>	<u>Monthly Rate</u>
Single	\$59.33
Two-party	\$132.56
Family	\$199.15

"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 IUOE Local 39 the same salary increase paid to another employee group.

Reopeners:

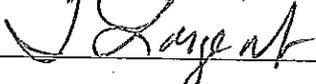
- Cost of living for 2016-2017 and cost of living for 2017-2018.
- Health and welfare benefits for fiscal year 2017-2018.

For Peralta Community College District:

By:  _____

Date: 05-06-16

Jowel C. Laguerre, Chancellor

By:  _____

Date: 4/14/16

Trudy Largent, J.D.

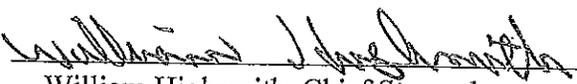
Vice Chancellor for Human Resources & Employee Relations

For Local 39:

By:  _____

Date: 4/14/16

Richard Putz, Business Representative

By:  _____

Date: 4-14-16

William Highsmith, Chief Steward