

**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 Service Employees International Union (SEIU) Local 1021 from July 1, 2015 through June 30, 2018.

SPECIFIC BOARD ACTION REQUESTED:

Requesting that the District approve a Tentative Agreement for regular employees between the District and the Service Employees International Union (SEIU) Local 1021.

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

On April 8, 2016, the District and SEIU Local 1021 signed a Tentative Agreement for regular employees.

On May 6, 2016, SEIU Local 1021 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: 05/06/16
[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: 05/06/16
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: 05/06/16
Jowel C. Laguerre, Chancellor

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

Permanent Employees Contract Tentative Agreement

Contract Duration: July 1, 2015 through June 30, 2018

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:

"Me Too" Clause

If during the duration of this agreement, fiscal years 2016-2017 and 2017-2018, 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 provided to other employee groups.

Article 5 Evaluation Procedures:

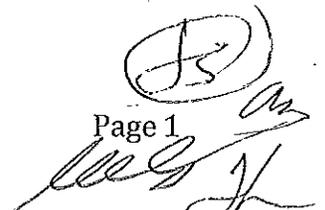
Article 5.1.c

The unit member has the right to submit a rebuttal to an annual evaluation with fifteen (15) working days. For permanent employees, the evaluation shall occur annually during the month in which the employee attains permanency in his or her present position, but no later than sixty (60) working days thereafter. In the event that the unit member was supervised by more than one first-level manager during their evaluation period shall contain a statement explaining the division of time between first-level managers included in the evaluation. Each first level manager's evaluation shall be limited to the time they supervised the unit member.

Article 5.1.d

For permanent employees returning from a leave, and where the unit member's annual evaluation was to take place while they were on leave, the first-level manager will have the right to conduct the annual evaluation no sooner than thirty (30) working days and within sixty (60) working days after the unit member's return.

For unit members returning from leave and who return after anniversary/evaluation date, the unit member can only be evaluated for the time worked during the evaluation period in the previous year.

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Article 5.1.g

Only items a through f above shall be subject to the grievance procedure. If an employee intends to grieve a through f above, he/she must file the grievance, in accordance with Article 21 Grievance Procedure.

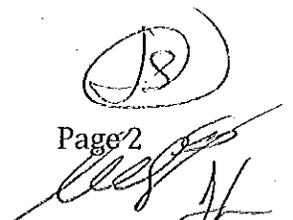
Article 5.1.h

If an employee who receives an overall rating of "unsatisfactory" believes that the rating was arbitrary or lacking in factual foundation, then he/she may request the reviewing manager (President/Site Administrator) to conduct an administrative review provided that the request for such review shall be made in writing within fifteen (15) work days of the evaluation conference with the first level manager. The District shall grant an additional five (5) workdays for response if the employee or Union so requests during the initial fifteen (15) day period. The Union may request the attendance of the Vice Chancellor for Human Resources and Employee Relations or his/her designee at this meeting. In conducting an administrative review, the reviewing manager shall review the evaluation and pertinent background material, meet with employee, and as appropriate meet with the evaluator. The decision of the reviewing manager shall be final and shall not be subjected to grievance procedure.

Article 15.1 Scheduled Holidays

The District agrees to provide all employees in the bargaining unit with the following paid holidays:

- a. New Year's Day - January 1
- b. Martin Luther King's Birthday - Third Monday in January
- c. Lincoln's Birthday - The Friday before the President's Holiday
- d. President's Birthday - Third Monday in February (formerly Washington's Birthday)
- e. Cesar Chavez Birthday - March 31
- f. Malcolm X's Birthday - May 19 (exact date to be negotiated based on Academic Calendar)
- g. Memorial Day - Last Monday in May
- h. Independence Day - July 4
- i. Labor Day - First Monday in September
- j. Veteran's Day - November 11
- k. Thanksgiving Day - Fourth Thursday in November
- l. Day After Thanksgiving - The Friday following Thanksgiving Day
- m. Christmas Eve Day - December 24
- n. Christmas Day - December 25
- o. Holiday Closure - Three working days between Christmas Day and New Year's Eve Day
- p. New Year's Eve Day - December 31
- q. Two (2) Annual Floating Holidays shall be granted upon 30 days advance request to employee's supervisor.

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Floating holidays for Local 1021 employees are granted on a calendar year basis, and must be used within the 12 months of allocation (January 1 through December 31), or the days will be lost. These days are not cumulative.

Article 17 Promotions and Employee Development

Article 17.2.6 SEIU Local 1021 Appointee(s) Disagreements with Hiring Committee

In the event the SEIU Local 1021 appointee(s) on the Hiring Committee have a concern regarding potential conflict of interest or other improper conduct by member(s) of the Hiring Committee, he/she should immediately report this concern directly to the Vice Chancellor for Human Resources and Employee Relations or his/her designee in writing, but no later than two (2) working days after the incident which gave rise to the concern.

Article 1.5 Introduction of Technological Change

Article 1.5.1 Definition of Technological Change

For the purpose of this Agreement, the term "technological change" shall be understood to mean any major and significant change in equipment, software, hardware, and/or work methods.

Article 7 Stewards

Article 7.3 Release Time

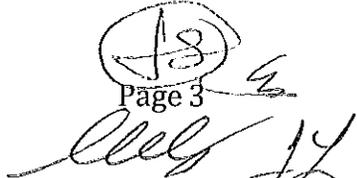
1.0 FTE release time shall be assigned to the Chapter President or his/her designee(s) to conduct union activities. The President shall have three (3) days and the remaining two (2) days shall be designated to other Peralta Chapter leadership. The Union will provide an annual schedule to the District on July 1st of each year.

Article 10 Pay and Allowance

Article 10.8 Desk Audits/Classification Studies

Additional Language: A position may be considered for a desk audit/reclassification once a unit member has completed one (1) year in a specific position and it can be shown that responsibilities or additional duties at a higher level have been added to the position, which is not reflected in the current job description. For a new unit member, the six-month probationary period and the six-months of regular permanent employment constitute a one (1) year period. A unit member who has submitted a reclassification request may not apply for another reclassification for at least one (1) year from the date the last approved desk audit/reclassification.

April 8, 2016


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Article 10.8.c.1

The Union and the District will jointly prepare a brief written statement of and 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 within thirty (30) working days.

Article 10.8.c.5

Add the following sentence The outside classification and pay specialist shall submit their decision within thirty (30) days.

Two "window periods" will be opened from May 1 through May 31 and November 1 through November 30 each year to provide unit members the opportunity to submit desk audit/reclassification review requests.

Article 9 Hours and Overtime

4/10 Summer 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 6th, 2016 (first 4/10 Friday is June 10, 2016)

End: Friday, July 29th, 2016 (employees will return to a five (5) day, eight (8) hour work 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 8th, 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.)

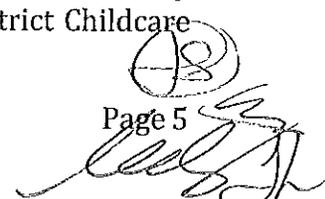
- Option 1: 8:00 am – 6:30 pm
- Option 2: 7:00 am – 5:30 pm
- Option 3: 7:30 am – 6:00 pm
- Option 4: 8:30 am – 7:00 pm

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3. By the end of the day Friday, 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. 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 August 1, 2016.
 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 6, 2016, through July 29, 2016.

During the summer of 2017 and the summer of 2018, the union agrees 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.

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 2016-2017 is \$199,000. 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 co-pays effective 7/1/15.

Medical Co-pays will remain at \$15.

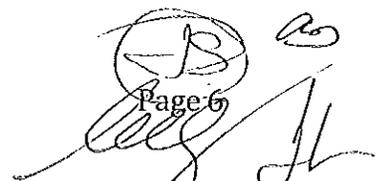
Prescription Drug Co-pays:

- Brand name or generic mail order shall remain at \$10. \$15.00 *as*
- Generic name shall remain at \$15.
- Brand name shall remain at \$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, 2016 through June 30, 2017.

Under this one-year arrangement, unit members will not make out-of-pocket payroll contributions for 2016-2017 dental coverage, and the actual expense over the cap will be re-calculated at the end of 2016-2017 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-party and family coverage).

April 8, 2016

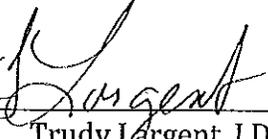
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Reopeners:

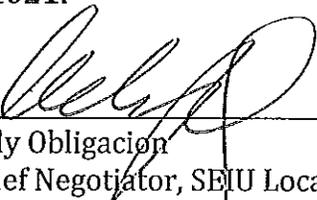
- Article 10.2 Pay Rates for 2016-2017 and 2017-2018
- Article 11 Health and Welfare Benefits

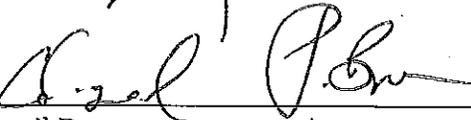
For Peralta Community College District:

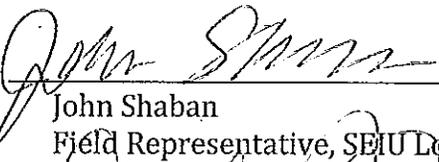
By:  Date: 05-06-16
Jowel Laguerre, Ph.D.
Chancellor

By:  Date: 4/8/2016
Trudy Largent, J.D.
Vice Chancellor for Human Resources and Employee Relations

For SEIU Local 1021:

By:  Date: APRIL 8, 2016
Nely Obligation
Chief Negotiator, SEIU Local 1021

By:  Date: 4-8-16
Abigail Brewer
President, SEIU Local 1021 Peralta Chapter

By:  Date: 4-8-16
John Shaban
Field Representative, SEIU Local 1021

By:  Date: 4/8/16
Angela Thomas
Field Representative, SEIU Local 1021