

Human Resources

**Trudy Largent, Esq.
Vice Chancellor for Human Resources**

And

**Laverna Grossman
Employee & Labor Relations Analyst**

2003-2007

Staff Asst/Business	55
Staff Asst/CalWORKS	55
Staff Asst/Communications	55
Staff Asst/DSP&S	55
Staff Asst/EOPS	55
Staff Asst/Facilities Services	55
Staff Asst/Human Resources	55
Staff Asst/Marketing	55
Staff Asst/Occupational	55
Staff Asst/Orientation-Intake	55
Staff Asst/Payroll	56
Staff Asst/Program (Enabler)	55
Staff Asst/Purchasing	56
Staff Asst/Student Services	55
Staff Asst/Tech Prep Program	55
Staff Asst/Veteran's Affairs	55
Staff Asst/Vice President's Office	67
Staff Svcs Spec/Fiscal	78
Staff Svcs Spec/Spec Proj	78
Stage and Production Assistant	17
Stage and Production Supervisor	57
Student Activities Advisor -	61
Student Employment Specialist	68
Student Personnel Services Spec.	61
Supervisor, Administrative & Business Support Services	105
Systems Programmer	114
Telephone Operator/Receptionist	25
Tutorial Services Assistant	38
Tutorial Services Specialist	61
Web Content Developer	94
tb:1/30/04	
tb:2/09/04	
tb:7/08/04	

This list may not be all inclusive.

Program Spec/DSP&S	75
Program Spec/EBSBDC	75
Program Spec/EOPS	75
Program Spec/Outreach	75
Program Spec/PCTV	75
Program Spec/Placement	75
Program Spec/RSVP	75
Program Spec/Student Activities	75
Program Spec/Student Services	75
Program Spec/Transfer Center	75
Programmer	80
Programmer Analyst	89
Project Manager	112
Public Information Officer	96
Purchasing Assistant (vacant)	36
Regional CalWORKs Officer	112
Research and Planning Officer	112
Research Data Spec/Matriculation	84
Research Data Spec/Assessment	84
Science Lab Tech/Bio Science	45
Science Lab Tech/Chemistry	45
Science Lab Tech/Landscape Hort.	45
Science Lab Tech/Phys. Science	45
Secretary	30
Secretary, Stenography	42
Senior Admissions & Records Clerk	32
Senior Clerical Assistant	25
Senior Clerical Assistant, Stenography	26
Senior Clerical Assistant, Typing	25
Senior Community Services Assistant/Outreach	35
Senior Computer Operator	52
Senior Duplicating & Support Services Technician	49
Senior Duplicating Services Technician	49
Senior Help Desk Support Techn.	88
Senior Library Technician	54
Senior Network Coordinator	102
Senior Programmer Analyst	101
Senior Secretary	48
Senior Secretary, Stenography	65
Small Business Advisor	112
Staff Asst/Admin (Data Processing)	55
Staff Asst/Admin (General)	55
Staff Asst/Admin (Grants)	55
Staff Asst/Admin (Instruction)	55
Staff Asst/Admin Svcs	55
Staff Asst/American Sign Language & English	55
Staff Asst/Business Svcs	55

Department Network Coordinator	90
District Accounting Control Technician	86
District Accounting Technician	73
District Admissions Officer	111
District Client Services Coordinator	107
District Development Officer	112
District Financial Analyst	110
District IT Production Control Technician	64
District Purchasing /Accounts Payable Supervisor	107
District Telecommunications Systems Coordinator	107
DSP&S Adapted Computer Learning Technician	83
Duplicating Services Tech I	15
Duplicating Services Tech II	27
Educational Support Svcs Analyst	92
Electronics Technician	74
Facilities Planning Assistant	72
Facilities Project Coordinator	105
Financial Aid Program Supervisor	100
Financial Aids & Placement Assistant	56
Financial Aid Specialist	76
Graphic Artist	37
Graphics and Media Specialist	44
Head Child Care Specialist	63
Help Desk Support Techn. I (Trainee)	70
Help Desk Support Technician II	79
Instructional Asst/Basic Skills	41
Instructional Asst/CIS	41
Instructional Asst/Computer Lab	41
Instructional Asst/English	41
Instructional Asst/LRC	41
Instructional Asst/Mathematics	41
Instructional Asst/Student Center Cafeteria	41
International Student Support Specialist	82
Library Network Coordinator	90
Library Technician I	28
Library Technician II	40
Media Support Services Supervisor	94
Network Coordinator	90
Network Technician	81
Payroll Technician	46
Principal Accounting Tech	66
Principal Clerk	36
Principal Library Technician	67
Program Spec/Assess & Tutorial	75
Program Spec/CalWORKS	75
Program Spec/CARE	75
Program Spec/Case Specialist	75

SEIU CLASSIFICATIONS

JOB CLASSIFICATION TITLE	SALARY RANGE
Academic Support Services Specialist	91
Account Clerk I	19
Account Clerk II	31
Accounting Services Technician	43
Accounting Technician	51
Admissions & Records Clerk	22
Admissions & Records Specialist	85
Admissions & Records Technician	60
Alternate Media Technology Specialist	87
Applications Software Analyst	114
Assistant Buyer	86
Audio Visual Services Assistant	21
Audio Visual Services Supervisor	49
Bursar	66
Buyer	105
CalWORKs Program Supervisor	109
Child Care Assistant I	2
Child Care Assistant II	9
Child Care Specialist	34
Clerical Assistant I	4
Clerical Assistant I, Stenography	8
Clerical Assistant I, Typing	4
Clerical Assistant II	13
Clerical Assistant II, Stenography	14
Clerical Assistant II, Typing	13
College Network Coordinator	98
Community Svcs Asst I /RSVP	17
Community Svcs Asst II/Outreach	20
Computer Electronics Technician	71
Computer Network Tech	71
Computer Operations Technician	71
Computer Operator I	24
Computer Operator II	46
Cook	9
Coordinator/Career & Transfer	95
Coordinator/Children's Center	93
Coordinator/EOPS	95
Coordinator/Interpreter Svcs	95
Coordinator/Marketing	95
Cosmetology Lab Technician	47
Data Entry Operator I	12
Data Entry Operator II	33

086	3,653.00	3,851.00	4,027.00	4,229.00	4,430.00
087	3,670.00	3,869.00	4,046.00	4,249.00	4,452.00
088	3,784.00	3,967.00	4,150.00	4,365.00	4,573.00
089	3,807.00	3,991.00	4,175.00	4,391.00	4,600.00
090	3,810.00	3,995.00	4,179.00	4,396.00	4,605.00
091	3,847.00	4,023.00	4,224.00	4,426.00	4,644.00
092	3,868.00	4,062.00	4,256.00	4,465.00	4,685.00
093	3,899.00	4,094.00	4,290.00	4,501.00	4,722.00
094	3,958.00	4,149.00	4,341.00	4,556.00	4,783.00
095	4,023.00	4,224.00	4,426.00	4,644.00	4,872.00
096	4,046.00	4,249.00	4,452.00	4,670.00	4,901.00
097	4,062.00	4,256.00	4,465.00	4,685.00	4,909.00
098	4,090.00	4,286.00	4,496.00	4,718.00	4,943.00
099	4,256.00	4,465.00	4,685.00	4,909.00	5,150.00
100	4,320.00	4,544.00	4,760.00	5,000.00	5,237.00
101	4,391.00	4,600.00	4,832.00	5,061.00	5,322.00
102	4,396.00	4,605.00	4,837.00	5,066.00	5,327.00
103	4,465.00	4,685.00	4,909.00	5,150.00	5,412.00
104	4,573.00	4,803.00	5,031.00	5,290.00	5,541.00
105	4,648.00	4,877.00	5,110.00	5,361.00	5,634.00
106	4,803.00	5,031.00	5,290.00	5,541.00	5,813.00
107	4,877.00	5,110.00	5,361.00	5,634.00	5,899.00
108	4,909.00	5,150.00	5,412.00	5,667.00	5,951.00
109	4,995.00	5,232.00	5,502.00	5,763.00	6,046.00
110	5,000.00	5,237.00	5,507.00	5,768.00	6,051.00
111	5,051.00	5,299.00	5,569.00	5,831.00	6,124.00
112	5,105.00	5,356.00	5,628.00	5,894.00	6,189.00
113	5,290.00	5,541.00	5,813.00	6,096.00	6,393.00
114	5,322.00	5,574.00	5,848.00	6,133.00	6,431.00

041	2,569.00	2,695.00	2,829.00	2,964.00	3,109.00
042	2,579.00	2,702.00	2,534.00	2,966.00	3,113.00
043	2,582.00	2,705.00	2,837.00	2,969.00	3,116.00
044	2,594.00	2,718.00	2,850.00	2,983.00	3,131.00
045	2,598.00	2,724.00	2,859.00	2,992.00	3,136.00
046	2,616.00	2,743.00	2,879.00	3,013.00	3,158.00
047	2,635.00	2,761.00	2,895.00	3,032.00	3,177.00
048	2,648.00	2,774.00	2,903.00	3,036.00	3,182.00
049	2,646.00	2,776.00	2,919.00	3,059.00	3,209.00
050	2,654.00	2,791.00	2,924.00	3,068.00	3,218.00
051	2,691.00	2,813.00	2,945.00	3,079.00	3,225.00
052	2,673.00	2,811.00	2,944.00	3,089.00	3,241.00
053	2,725.00	2,852.00	2,993.00	3,142.00	3,291.00
054	2,756.00	2,888.00	3,028.00	3,171.00	3,323.00
055	2,810.00	2,942.00	3,076.00	3,222.00	3,378.00
056	2,813.00	2,942.00	3,079.00	3,225.00	3,381.00
057	2,791.00	2,924.00	3,068.00	3,218.00	3,383.00
058	2,829.00	2,958.00	3,098.00	3,248.00	3,400.00
059	2,852.00	2,993.00	3,142.00	3,291.00	3,458.00
060	2,911.00	3,044.00	3,188.00	3,342.00	3,499.00
061	2,891.00	3,035.00	3,185.00	3,350.00	3,509.00
062	2,895.00	3,032.00	3,177.00	3,325.00	3,488.00
063	2,914.00	3,059.00	3,210.00	3,377.00	3,537.00
064	2,979.00	3,120.00	3,271.00	3,424.00	3,589.00
065	3,011.00	3,153.00	3,304.00	3,458.00	3,628.00
066	3,014.00	3,156.00	3,307.00	3,461.00	3,631.00
067	3,028.00	3,171.00	3,323.00	3,484.00	3,649.00
068	3,010.00	3,159.00	3,316.00	3,487.00	3,653.00
069	3,035.00	3,185.00	3,350.00	3,509.00	3,699.00
070	3,109.00	3,258.00	3,424.00	3,598.00	3,784.00
071	3,131.00	3,281.00	3,448.00	3,623.00	3,810.00
072	3,156.00	3,312.00	3,484.00	3,649.00	3,847.00
073	3,159.00	3,316.00	3,487.00	3,653.00	3,851.00
074	3,252.00	3,408.00	3,582.00	3,764.00	3,958.00
075	3,312.00	3,484.00	3,649.00	3,847.00	4,023.00
076	3,316.00	3,487.00	3,653.00	3,851.00	4,027.00
077	3,388.00	3,561.00	3,742.00	3,935.00	4,126.00
078	3,392.00	3,564.00	3,746.00	3,939.00	4,130.00
079	3,424.00	3,598.00	3,784.00	3,967.00	4,150.00
080	3,445.00	3,620.00	3,807.00	3,991.00	4,175.00
081	3,448.00	3,623.00	3,810.00	3,995.00	4,179.00
082	3,509.00	3,699.00	3,868.00	4,062.00	4,256.00
083	3,534.00	3,725.00	3,895.00	4,090.00	4,286.00
084	3,561.00	3,742.00	3,935.00	4,126.00	4,316.00
085	3,611.00	3,806.00	3,980.00	4,180.00	4,379.00

PAYROLL SALARY SCHEDULE

Effective date: July 1, 2003

Range	A	B	C	D	E
001	1,818.00	1,913.00	2,007.00	2,105.00	2,210.00
002	1,833.00	1,928.00	2,023.00	2,122.00	2,228.00
003	1,864.00	1,960.00	2,052.00	2,161.00	2,263.00
004	1,891.00	1,990.00	2,087.00	2,189.00	2,298.00
005	1,945.00	2,040.00	2,140.00	2,243.00	2,354.00
006	1,986.00	2,079.00	2,180.00	2,282.00	2,392.00
007	1,992.00	2,088.00	2,195.00	2,294.00	2,413.00
008	2,023.00	2,122.00	2,226.00	2,333.00	2,448.00
009	2,067.00	2,163.00	2,264.00	2,369.00	2,479.00
010	2,051.00	2,146.00	2,246.00	2,350.00	2,459.00
011	2,079.00	2,180.00	2,282.00	2,392.00	2,518.00
012	2,094.00	2,195.00	2,298.00	2,408.00	2,536.00
013	2,133.00	2,232.00	2,336.00	2,444.00	2,557.00
014	2,122.00	2,226.00	2,333.00	2,448.00	2,579.00
015	2,134.00	2,238.00	2,346.00	2,462.00	2,594.00
016	2,180.00	2,282.00	2,392.00	2,518.00	2,635.00
017	2,195.00	2,294.00	2,413.00	2,530.00	2,654.00
018	2,206.00	2,311.00	2,422.00	2,546.00	2,667.00
019	2,234.00	2,338.00	2,446.00	2,560.00	2,691.00
020	2,261.00	2,363.00	2,480.00	2,598.00	2,724.00
021	2,296.00	2,400.00	2,524.00	2,646.00	2,776.00
022	2,311.00	2,418.00	2,530.00	2,660.00	2,780.00
023	2,294.00	2,413.00	2,530.00	2,654.00	2,791.00
024	2,310.00	2,430.00	2,548.00	2,673.00	2,811.00
025	2,336.00	2,444.00	2,557.00	2,688.00	2,810.00
026	2,333.00	2,448.00	2,579.00	2,702.00	2,834.00
027	2,387.00	2,502.00	2,634.00	2,750.00	2,890.00
028	2,406.00	2,514.00	2,635.00	2,756.00	2,888.00
029	2,413.00	2,530.00	2,654.00	2,791.00	2,924.00
030	2,444.00	2,557.00	2,688.00	2,810.00	2,942.00
031	2,446.00	2,560.00	2,691.00	2,813.00	2,945.00
032	2,473.00	2,592.00	2,711.00	2,841.00	2,979.00
033	2,476.00	2,603.00	2,721.00	2,849.00	2,979.00
034	2,479.00	2,606.00	2,724.00	2,852.00	2,982.00
035	2,480.00	2,598.00	2,724.00	2,859.00	2,992.00
036	2,502.00	2,622.00	2,743.00	2,874.00	3,014.00
037	2,514.00	2,635.00	2,756.00	2,888.00	3,028.00
038	2,519.00	2,635.00	2,761.00	2,895.00	3,032.00
039	2,530.00	2,654.00	2,791.00	2,924.00	3,068.00
040	2,572.00	2,704.00	2,826.00	2,959.00	3,094.00

Health/Chemical Dependency	provider	any medical condition – no reduction	any medical condition – no reduction	
Infertility; Orthotics; Smoking Cessation	Not Covered	Coverage Now Available, subject to new plan limits		No change
Wellness	Limited	Expanded	Extensive	No Change
Lifetime Maximum-medical	\$1,000,000 (goes to \$2,000,000)	\$5,000,000	Not applicable	Not applicable
Generic Drug – up to 30 day supply	\$1	\$10	\$5	\$10
Brand Drug - up to 30 day supply	\$1	\$15	\$5	\$15
Mail Order –up to 90 supply (Brand and Generic)	\$1	\$5	\$5	\$5
Health Education	Limited	Expanded	Extensive	No Change

APPENDIX 1 - HEALTH BENEFITS

This agreement includes major changes to the medical/prescription drug plans that the District sponsors. The current and new vendors are:

	PPO Plan – Current	PPO Plan – New effective September 1, 2004	Pre-Paid Health Plan – No Change
Administrator	Blue Cross	Core Source	Kaiser
Network	Prudent Buyer	InterPlan	
Prescriptions	Wellpoint	Systemed	
Stop-Loss	BC Life	ING	

The following plan attributes, co-pays and deductibles shall apply:

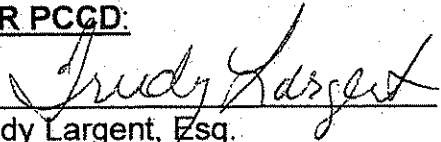
Plan Attribute	Blue Cross Until 8/31/04	CoreSource Eff. 9/1/04	Kaiser Until 8/31/04	Kaiser Eff. 9/1/04
Encounter Co-Pay (Office visit, labs, etc.)	Zero	\$10 (deductible is waived)	Zero	\$10
Emergency Room Co-Pay	Zero or \$25, depending on class	\$35 (waived if directed by network physician or admitted as an inpatient)	Zero	\$35
Annual Deductible	Zero	\$100 (\$300 maximum per family)	None	None
Co-insurance	20% non-network	20% non-network	None	None
Mental	50% any	Covered like	Covered like	No change

Ratified by Service Employees Local 790 (SEIU) Peralta Colleges Chapter on June 1, 2004.

Approved by the Peralta Community College District Board of Trustees on June 2, 2004.

Signed and entered into this June day of 2 2004.

FOR PCCD:



Trudy Largent, Esq.
Vice Chancellor for Human Resources

FOR SEIU LOCAL 790



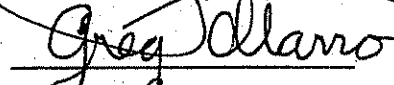
Debra Grabelle, Union Rep.



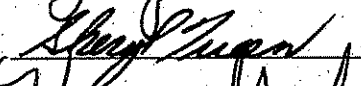
Diana Lara



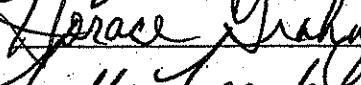
Jacob Heik




Greg Alamo



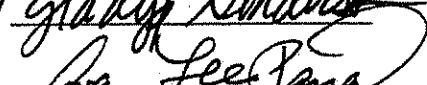
Greg Alamo



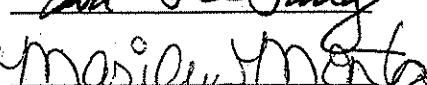
Horace Yuh



Callis Parkum



Gladys Mendez



Ana Lee Pang



Mariley Montague

30.1 Commencement of Negotiations

Within ten (10) days of satisfaction of the public notice requirement, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

30.2 Released Time for Negotiations

SEIU Local 790 shall have the right to designate ten (10) employees (Including the President and Chief Steward) who shall be given reasonable released time to participate in actual negotiations.

30.3 Length of Agreement

This agreement shall become effective July 1, 2003 and shall continue in effect until June 30, 2007, and shall automatically remain in effect until completion of a binding written agreement by the parties, which shall supersede this Agreement.

SEIU and the District mutually agree to commit to participate in Interest Based Bargaining in successor agreement negotiations.

30.3.1 Bargaining unit employees with permanent status shall not suffer disproportionately in any adverse budgetary process. During the term of this Agreement, there shall be no layoffs of classified employees with permanent status represented by Local 790, or involuntary reductions in the work years of those employees, unless the Board of Trustees has determined, after public input, that layoffs or reductions in the work years of employees are the only fiscally viable response to any adverse budgetary situation.

30.4 Reopeners

Reopener for 2005-06 on 17.2.3 and 17.2.4.

2005-06

Reopener on any new general fund, growth money and non-designated money coming into the District.

2006-07

Reopener on any new general fund, growth money and non-designated money coming into the District.

Agreement effective July 1, 2003 to June 30, 2007.

ARTICLE 29 VOLUNTARY SICK (CATASTROPHIC) LEAVE CONTRIBUTION PROGRAM

1 on the donated time. Such taxes shall be withheld at the normal rate for the
2 recipient employee. In the event that the state or federal governments rule
3 that a tax liability is due other than as taxed, the recipient shall be solely
4 liable for such liabilities.
5

6 **29.5. Request Procedures**

7 Request for benefits shall be submitted in a sealed envelope to the Vice Chancellor of
8 Human Resources. The Vice Chancellor shall receive the request and supporting
9 medical documentation and certification to determine whether the unit member meets
10 eligibility requirements. Such requests must include a physician's certification that the
11 unit member is unable, as a result of a catastrophic illness or injury, to perform the
12 material duties of his/her occupation. At its discretion, the District may require
13 additional medical information or require examination by a second physician of the
14 District's choosing and at the District's expense. After reviewing the application and
15 supporting documentation, the Vice Chancellor shall submit to the committee a
16 statement which indicates whether the unit member has met the criteria and furnished
17 all documentation and number of days needed to bridge to eligibility for long term
18 disability benefits.
19

20 The five member Local 790 committee shall review the request and approve the call for
21 sick leave contributions. Contributors may not contribute more days/hours than needed.
22 The decision of the committee shall not be subject to the grievance and arbitration
23 provisions of the Local 790-PCCD Agreement.
24

ARTICLE 29 VOLUNTARY SICK (CATASTROPHIC) LEAVE CONTRIBUTION PROGRAM

1
2
3 **29.1** A voluntary Sick Leave Contribution Program may be established to meet the
4 needs of unit members experiencing catastrophic illness or injury. Catastrophic illness
5 or injury means an illness or injury that is expected to incapacitate the employee for an
6 extended period of time, and taking extended time off work creates a financial hardship
7 for the employee because he or she has exhausted all of his or her sick leave and other
8 paid time off (Ed. Code 87045 a 1). The Program shall be administered according to
9 the provisions below.

10
11 **29.2 Contributions**

12 A five member, Local 790 appointed Voluntary Sick Leave Contribution Program
13 Committee shall call for voluntary contributions of accrued sick leave days/hours when a
14 need is identified and verified. Individual contributions by members of the bargaining
15 unit may be made under the following conditions:

- 16
17 a. The minimum contribution per call is one day (8 hrs.).
18 b. The maximum contribution per call is five (5) days.
19 c. The minimum Sick Leave balance after the contribution is at least five (5)
20 days.
21 d. Transfer of contributions shall be limited to the number of days used
22 subject to the maximums provided in this article.

23
24 **29.3. Eligibility**

- 25 a. A recipient of sick leave contributions must be an employee at the time the
26 request is made.
27 b. **Other Paid Leave Accounts**
28 No unit member will be eligible for donated sick leave benefits until all other
29 available paid leave accounts under the Local 790-PCCD Agreement have
30 been exhausted.

31 **29.4. Benefits**

- 32 a. The Program may contribute up to 50 days at 100% of pay but no more than
33 necessary for an employee to be eligible for long term disability.
34
35 b. **Limitations on Use**
36 No unit member may receive benefits from the Program more than two
37 times in his/her lifetime.
38
39 c. Unit members receiving sick leave donations shall be covered by the District
40 for medical, dental, life and disability they would be otherwise qualified to
41 receive.
42
43 d. **Effect of Receiving Benefits**
44 Benefit recipients shall be solely responsible for any state and federal taxes

1
2
3 **28.1** No employee shall be subjected to sexual harassment in the course of
4 employment. Sexual harassment means unwanted conduct or communication of a
5 sexual nature which adversely effects the person's employment relationship or working
6 environment. Among the behaviors considered to be sexual harassment are: unwanted
7 physical touching, molesting, verbal insults (including remarks of a sexual nature or
8 displaying obscene jokes or cartoons), explicit sexual gestures and rumors designed to
9 cause the individual emotional distress or place the individual in a bad light.

10
11 **28.2** Sexual harassment occurs when an unwelcome sexual advance, request for sexual
12 favors, and other verbal or physical conduct of a sexual nature:

- 13
14 a. Is made, either explicitly or implicitly, a term or condition of an individual's
15 educational or employment status;
- 16
17 b. Is used as a basis for educational or employment decisions affecting such
18 individual; or
- 19
20 c. Has the purpose or effect of unreasonably interfering with an individual's
21 educational or work performance, or creating an intimidating, hostile or
22 offensive educational or working environment.

23
24 **28.3** Individuals who feel they are subjected to sexual harassment can file a complaint
25 with the Human Resources Office at the District's Administration Center. The Equal
26 Employment Opportunity Officer shall investigate all complaints of sexual harassment
27 and give a written response of the findings to complainant; and will recommend
28 corrective action where warranted. Record of such complaints shall be kept separate
29 from an individual's personnel file and will be treated in strict confidentiality. Sexual
30 harassment matters are subject to the District's sexual harassment policy and grievance
31 procedure.

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27.0 Employment of Retirees

For convenient reference purposes only, the following reprint of the PERS rule regarding the temporary employment of retirees is provided:

"a. Temporary Employment - All Employers*

Any retired person may be employed by the appointing power of a state agency, or any other employer of this System, for a period not exceeding 960 hours in any calendar year for all employers; either during an emergency to prevent stoppage of public business or because the retired employee has skills needed in performing work of limited duration. The rate of pay for persons employed under this Section may not be less than the minimum, nor exceed that paid by the employer to other employees performing comparable duties (Government Code Section 21153)."

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26.1 The District shall make every reasonable effort to maintain substitute lists for child-care assistants, specialists, and cooks. The District shall further explore on campus programs in Culinary Arts and Child Development for the purpose of filling day-to-day vacancies at the Child Care Development Centers.

26.2 Summer school assignments, beginning with the 1986 summer session, shall be determined on a voluntary rotational basis. Rotation shall begin with the most senior employee receiving an offer of summer employment and progressing downward by seniority (within classification). If sufficient employees are obtained in this manner, summer work shall be assigned and accepted in inverse order of seniority.

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25.0 Savings Clause

If, during the life of this Agreement, any law or any order issued by a court or other tribunal of competent jurisdiction, shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties mutually agree to meet and negotiate within 60 days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

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24.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities by SEIU Local 790 and its Peralta College Chapter or by its officers, agents, or members during the terms of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

24.2 SEIU Local 790 and its Peralta Colleges Chapter recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, or slowdown by employees who are represented by SEIU Local 790, SEIU Local 790 agrees in good faith to take necessary steps to cause those employees to cease such action.

24.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

24.4 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District policy from any employee and/or Association.

24.5 During the term of this Agreement, the employer agrees not to engage in any lockout of employees covered by this Agreement.

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3 **23.1** SEIU Local 790 recognizes and agrees that the Board retains and reserves all
4 powers, rights, authority, duties and responsibilities conferred upon and vested in it by
5 the laws and the constitution of the State of California and of the United States, limited
6 only by articles of this Agreement.
7

8 **23.2** SEIU Local 790 recognizes and agrees that the exercise of the foregoing powers,
9 rights, authority, duties and responsibilities by the Board; the adoption of policies, rules
10 regulations, and practices in furtherance thereof; and the use of judgment and discretion
11 in connection therewith shall be limited only by the specific and express terms of this
12 Agreement and then only to the extent such specific and express terms are in
13 conformance to the Constitution and laws of the State of California and of the United
14 States.
15

16 **23.3** SEIU Local 790 recognizes and agrees that the District's powers, rights,
17 authority, duties, and responsibilities include the exclusive right to manage, plan,
18 organize, staff, direct, and control; to decrease and increase the work-force; to establish
19 and change standards; to determine solely the extent to which the facilities of any
20 department thereof shall be operated, and the outside purchase of products, or services
21 of a temporary duration, the right to introduce new or improved methods and facilities;
22 and to otherwise take any action desired to run the entire operation efficiently except as
23 modified by this Agreement.
24

25 **23.4** SEIU Local 790 recognizes and agrees that the District retains its right to amend,
26 modify, or suspend policies and practices referred to in this Agreement in cases of a
27 natural or manmade disaster, or other dire interruption of the District's programs. When
28 an emergency is declared, the District shall immediately notify and consult with SEIU
29 Local 790.

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22.8 Disciplinary Settlements

A disciplinary action may be settled at any time following the service of notice of disciplinary action. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be granted five (5) working days to have his/her Field Representative review the proposed settlement.

1
2 **22.6 Hearing Procedure**

3 The employee may appeal a notice of intended disciplinary action by returning the
4 signed card or paper enclosed with the notice within five (5) days of receipt, which
5 constitutes a denial of the charges and a demand for a hearing to be conducted before
6 the Vice Chancellor of Human Resources. This hearing shall be considered the
7 employee's "Skelly Hearing":

8
9 If following the "Skelly Hearing" the Vice Chancellor of Human Resources decides to
10 implement disciplinary action, the following procedures may be initiated by the Union:

11
12 a. Service Employees International Union, Local 790 may appeal the matter
13 to arbitration, such notice of appeal must be submitted to the Vice
14 Chancellor of Human Resources within (10) working days following receipt
15 of the written notice of disciplinary action.

16
17 **b. Selection of Arbitrator**

18 Within ten (10) days of the receipt of the appeal to arbitration, the parties
19 shall attempt to agree upon an arbitrator. If agreement cannot be reached
20 within five (5) working days, the parties shall request a panel of five (5)
21 arbitrators from the California Mediation and Conciliation Service. The
22 parties shall alternately strike two (2) names; the remaining arbitrator shall
23 be appointed.

24
25 c. The arbitrator may hear testimony, receive written briefs, interview
26 witnesses and conduct investigation he/she deems appropriate, and shall
27 render an award to the Vice Chancellor of Human Resources within 30
28 days. The Vice Chancellor of Human Resources shall forward the award
29 to the Board of Trustees for consideration at its next regular meeting. The
30 Board shall adopt the arbitrator's award.

31
32 **22.6.1** In the event an arbitrator is employed and charges a fee for this service,
33 the party against whom the arbitrator rules shall pay the fees for this
34 service.

35
36 **22.7 Emergency Suspension**

37 SEIU Local 790 and the District recognize that emergency situations can occur involving
38 the health and welfare of students or employees. If the employee's presence would
39 lead to a clear and present danger to the lives, safety, or health of students or fellow
40 employees, the District may immediately suspend the employee without pay. Within
41 three (3) working days of the emergency suspension, the District shall serve the notice
42 of disciplinary action upon the employee.

ARTICLE 22

DISCIPLINARY ACTION

- i. Knowingly falsifying information supplied to the District, including, but not limited to, information supplied on application forms and employment records or other District records;
- j. Failure to comply with the organizational security provisions of this Agreement;
- k. Misuse of District property;
- l. Any failure of good behavior, or acts during duty which are not compatible with or inimical to the PCCD.

22.4.1 No disciplinary action shall be taken for any cause which arose prior to the employee's status becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

22.5 Disciplinary Procedures

When the District seeks the imposition of disciplinary action involving suspension or dismissal, notice of such disciplinary action shall be made in writing, signed by the Vice Chancellor of Human Resources and served in person or by registered or certified mail upon the employee. The written notice shall contain:

- a. The specific charges;
- b. A statement of his/her right to a hearing;
- c. The time within which the hearing may be requested which shall be not less than five (5) days after service of the notice to the employee; and
- d. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

22.5.1 The notice of disciplinary action shall contain a statement in ordinary and concise language of the specific acts and/or omissions upon which the disciplinary action is based, a statement of the cause for the action taken and, if it is claimed that an employee has violated a rule or regulation of the District, such rules or regulation shall be set forth in said notice.

22.5.2 A copy of the notice of disciplinary action shall also be sent to the SEIU Local 790 Peralta Chapter President.

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3 **22.1 Discipline**

4 Any employee designated as a permanent employee shall be subject to disciplinary
5 action only for reasonable cause. "Cause" relating to disciplinary action against
6 classified employees means those grounds for discipline, or offenses, enumerated in
7 the law and the written rules of the District.
8

9 **22.2 Warning**

10 Discipline less than suspension or discharge may be undertaken for corrective
11 purposes. An employee whose work or conduct is of such character as to incur
12 discipline may first be warned in writing by the first level manager stating the reasons.
13 A copy of the warning shall be sent to the SEIU Local 790 Field Representative. An
14 employee may appeal or deny the charges by responding in writing within five (5)
15 working days to the Vice Chancellor of Human Resources.
16

17 **22.3 Suspension/Dismissal**

18 The Vice Chancellor of Human Resources is authorized to suspend/dismiss employees
19 for disciplinary reasons. Suspensions are without pay and may be for varying periods
20 but shall not exceed 30 days. If circumstances warrant special consideration, the
21 employee may be suspended or demoted in lieu of discharge.
22

23 **22.4 Charges for Disciplinary Action**

24 Charges such as the following may be "reasonable cause" for disciplinary action up to and
25 including dismissal:
26

- 27 a. Incompetency;
- 28
- 29 b. Excessive absences and/or tardiness;
- 30
- 31 c. Dishonesty related to District operations;
- 32
- 33 d. Intoxication or the use of non-prescribed controlled substances while on
34 duty;
- 35
- 36 e. Inexcusable absence without leave;
- 37
- 38 f. Insubordination;
- 39
- 40 g. Refusal or repeated failure to perform the normal and reasonable duties of
41 the position;
- 42
- 43 h. Conviction of a felony or any crime involving moral turpitude;
- 44

21.4 Failure to Meet Time Limits

If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance within the time limits at any level, the grievant may proceed to the next level. This grievance procedure must be invoked within ninety (90) calendar days of the time the alleged grievance could reasonably have become known to the member or Union Representative.

21.5 SEIU Local 790 Representation

The grievant shall be entitled, upon request, to representation by SEIU Local 790 at all levels. In situations where SEIU Local 790 has not been requested to represent the grievant, the District will not agree to a final resolution of the grievance until SEIU Local 790 has received a copy of the grievance and the proposed resolution and has been given the opportunity to respond and state its view on the matter. SEIU Local 790 will be given fifteen (15) days in which to respond.

21.6 Extension of Time

If both parties agree, the time limits may be waived for a specific period of time at any step in this procedure.

21.7 Witness and Grievant Released Time

The grievant may call witnesses for scheduled hearings. Employees covered by this Agreement, when released by their first level manager, may meet with a union representative or give testimony in connection with the grievance procedure during working hours. The employee shall suffer no loss of pay. If the grievant's grievance preparation or hearing is scheduled during working hours, the grievant shall suffer no loss of pay in order to present his/her grievance.

21.8 Advance Level Filing

If a grievance is occasioned by the action (or lack of action) of person(s) other than the immediate supervisor, the grievance may be filed at Level III. Such filing shall be termed Advanced Level Filing. Time lines shall be adjusted to accommodate such filing.

1 his/her designee and at the District Office to the Vice Chancellor of
2 Human Resources or his/her designee within five (5) days after the
3 termination of Level I.
4

5 **21.3.2.2** This statement shall include a copy of the original grievance, the
6 decision rendered at Level I, and a clear, concise statement of the
7 reasons for the appeal. The grievant or the College President or
8 his/her designee and at the District Office the Vice Chancellor of
9 Human Resources or his/her designee shall be entitled to a personal
10 conference on request.
11

12 **21.3.2.3** The College President or his/her designee and at the District Office the
13 Vice Chancellor of Human Resources or his/her designee shall
14 communicate a decision within ten (10) days after receiving the appeal
15 and such a decision will terminate Level II.
16

17 **21.3.3 Level III**

18
19 **21.3.3.1** In the event that the grievant is not satisfied with the
20 recommendation(s) of the College President or his/her designee and at
21 the District Office the Vice Chancellor or his/her designee, he/she may
22 appeal the decision in writing within ten (10) days to the Vice
23 Chancellor of Human Resources.
24

25 **21.3.3.2** Within ten (10) days after delivery of the appeal, the Vice Chancellor
26 of Human Resources acting for the Chancellor, shall communicate
27 his/her decision in writing, together with supporting reasons, to the
28 grievant.
29

30 **21.3.4 Level IV**

31
32 **21.3.4.1** If the grievance is not resolved at Level III, SEIU Local 790 may, within
33 ten (10) working days, submit the grievance to binding arbitration.
34

35 **21.3.4.2** The arbitrator may hear testimony, receive written briefs, interview
36 witnesses, and conduct any investigation he/she deems appropriate,
37 and shall render an award to the Vice Chancellor of Human Resources
38 within 30 days. The Vice Chancellor of Human Resources shall
39 forward the award to the Board of Trustees at its next regular meeting.
40 The Board of Trustees shall adopt the arbitrator's award.
41

42 **21.3.4.3** The cost of the arbitrator's recommendation shall be borne equally by the
43 District and SEIU Local 790.
44

21.1 Definitions

21.1.1 A ***grievance*** is any complaint of a member of the bargaining unit involving the interpretation, application, or alleged violation of this Agreement. Excluded from these procedures are those matters so indicated elsewhere in this Agreement.

21.1.2 A ***grievant*** may be any member of the bargaining unit covered by the terms of this Agreement or the grievance may be SEIU Local 790 on behalf of a member or group of members.

21.1.3 A ***day***, for the purposes of this grievance policy, is any day on which the PCCD administration office is regularly open for business.

21.2 Informal Stage

Before filing a formal written grievance, the grievant shall attempt to resolve it by means of informal conference with his/her first level manager. If the grievance is not satisfactorily adjusted informally, the grievant may proceed to the formal stage.

21.3 Formal Stage

21.3.1 Level I

21.3.1.1 If the grievance is not resolved within ten (10) days following the conclusion of the informal conference, the grievant must present such grievance in writing on a form provided by the District to his/her first level manager and a copy to the Vice Chancellor of Human Resources.

21.3.1.2 The written statement shall be a clear, concise statement of the grievance including specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought.

21.3.1.3 Either party shall be entitled to a personal conference on request. The first level manager shall communicate a decision to the grievant with a copy to the Vice Chancellor of Human Resources in writing within ten (10) days after receiving the grievance and such action will terminate Level I. If there is no response, the grievance moves to Level II.

21.3.2 Level II

21.3.2.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the College President or

1 **20.6.4 Inspection of Machines**

2 The District agrees to inspect each machine in use on a regular basis and to
3 maintain all equipment in proper repair and working order.
4

5 **20.7 Duplicating Machines and Autoclave Ventilation**

6 All duplicating machines and autoclave locations shall have adequate air ventilation
7 including either:

8
9 a. Direct window access to outside or,

10
11 b. A functioning air ventilation system.
12

13 **20.8** Flashing "Fire Alarm Warning Lights" shall be installed at Laney College in the
14 cafeteria, B-259, and the Disabled Student's Center for the safety of hearing impaired
15 students and staff.
16

17 **20.8.1** Fire alarm and evacuation drill procedures shall be amended to include
18 provisions for people in wheelchairs and other disabled people. Toward this end,
19 a committee of three (3) represented staff from the Disabled Student's Center at
20 Laney College shall meet with the Risk Manager to draft recommendations.
21

22 **20.9 Heating, Ventilation and Air Conditioning**

23 The District will maintain building heating, lighting, ventilation and air conditioning systems
24 in proper working order.
25

26 **20.10** The District shall take appropriate steps to ensure that the proper equipment for
27 handling blood or bodily fluids is available at all work-sites. Biology laboratory and child
28 care employees shall receive training and proper equipment for the handling of blood or
29 bodily fluids.
30

31 **20.11 CPR Training**

32 The District shall sponsor a CPR training session at each of the four (4) major college
33 locations. Employees shall be encouraged to attend.
34

35 **20.12 Workshop**

36 The District and Union will jointly conduct workshops for all unit employees on Health
37 and Safety issues at least twice each year. These workshops will include information
38 on the ergonomically correct use of office equipment such as chairs, VDT screens,
39 keyboards, etc.

1 sooner. The committee chair and the Safety Committee shall determine
2 when a situation requires immediate response. The Safety Committee
3 shall have the authority to investigate and report on all materials which
4 may be hazardous that are currently being used by District employees.
5

6 **20.3 Released Time**

7 The members of the Committee shall be allowed reasonable release time to attend
8 Committee meetings.
9

10 **20.4 No Discrimination**

11 No employee shall be in any way discriminated against as a result of reporting any work
12 condition believed to be unsafe.
13

14 **20.5 Safety Precautions**

15 Each bargaining unit employee shall observe normally acceptable safety precautions in the
16 performance of his/her assigned duties.
17

18 **20.6 VDT (CRT) Safety and Health**

19 **20.6.1 Rest Breaks**

20 Employees who use a VDT (CRT) for five (5) or more hours in a workday shall be
21 entitled to one additional fifteen (15) minute break. No employee shall work more
22 than one (1) hour, 45 minutes continuously at a VDT (CRT) without a break.
23
24

25 **20.6.2 Pregnancy Job Transfer**

26 Operators who become pregnant may request a transfer from VDT (CRT)
27 operation within two (2) days after verification of pregnancy by the employees'
28 physician. Transfer request will be to another position with the District. These
29 requests will be a matter for discussion between the Local 790 Business
30 Representative and the Vice Chancellor for Human Resources.
31

32 **20.6.3 Eye Exams**

33 After 20 months of service with the District, an employee may request an
34 examination if that employee has operated a visual terminal 60 percent (60%) of
35 the time during his/her preceding 20 months of employment. The request for
36 examination by an appointed optometrist may be made each 20 months after the
37 initial examination by the appointed optometrist, if the employee during the
38 preceding year has been assigned to 60 percent (60%) of his/her employment as
39 a CRT or visual screen operator. Requests for reimbursement should be
40 submitted to the Risk Management Office.
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3 **20.1 District Compliance**

4 The District shall create a District-wide working environment free of hostility and
5 intimidation. The District shall conform to and comply with all health, safety, and
6 sanitation guidelines.

- 7
- 8 a. No employee shall be forced to do work which violates Cal-OSHA or
9 Labor Code Standards.
 - 10 b. The District must provide a safe and healthful work-place. The District is
11 required to do the following:
 - 12 1. Provide and promote the use of safety devices and safeguards to
13 reasonably assure employees health and safety.
 - 14 2. Use methods and processes which are reasonably adequate to
15 insure employees health and safety.
 - 16 3. Inform employees about harmful substances in the work place.
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22 **20.2 Health and Safety Committee**

23 A District Health and Safety Committee shall be formed with a SEIU Local 790 member
24 from each site to review health, safety, sanitation and working conditions. Safety
25 violations and recommendations shall be forwarded to the District Risk Manager within
26 seven (7) days.

27 **20.2.1** The SEIU Local 790 members shall be appointed by the President of the
28 Peralta Chapter of SEIU Local 790.

29
30 **20.2.2** The committee meetings will take place on a quarterly basis. Employee
31 members shall be advised of meetings at least three (3) days in advance
32 of meeting dates and shall be furnished with an agenda at such times.
33 Employee members may have specific items placed on the agenda.
34 Copies of minutes of each departmental meeting shall be distributed to
35 members of the committee.
36

37
38 **20.2.3** The Safety Committee shall have authority and obligation to inspect work
39 locations and equipment in regard to safety and health considerations.
40 The safety inspection team shall consist of the committee chair and two
41 (2) members of the Safety Committee to be chosen by the committee.
42 The inspection team may have written recommendations for safety and
43 health improvements and the department involved shall give a written
44 response as to corrective measures within fifteen (15) working days or

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19.0 Employer/Employee Relations Committee

The District and SEIU Local 790 agree that issues involving administration of this Agreement may be resolved by consultation meetings of the Employer/Employee Relations Committee. The Committee shall consist of three (3) members each from SEIU Local 790 and the District. Either party may request a consultation meeting where they believe a resolution of a problem(s) may be feasible. The party requesting such a meeting shall submit an agenda with sufficient detail to allow an understanding of the problem(s) to be discussed or resolved, and include the date, time, and place requested. The receiving party shall respond within three (3) working days notifying the requesting party of agreement or nonagreement to the meeting. Meetings shall be held at times agreeable to both parties within five (5) working days.

ARTICLE 18

LAYOFF AND REEMPLOYMENT

1 **18.6** It is understood that employees hereby give their SEIU Local 790 representative
2 access to review the facts upon which the District's decision was made when such
3 decision is questioned by SEIU Local 790.
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5 **18.7** With the exception of probationary employees, all layoffs are subject to the
6 grievance procedure contained in the collective bargaining agreement.
7

8 **18.8** When an employee is qualified for retreat into more than one classification, the
9 options shall be discussed with the employee for the purpose of determining the
10 employee's assignment or layoff.
11

12 **18.9** The retreating employee has a right to be retained at their current salary rate of
13 pay in conjunction with the new classification. However, in no case in excess of the
14 salary of the classification from which they are retreating.

18.1 The District agrees to comply with Education Code Section 88127 and 88014, and other applicable laws and with corresponding decisions and with courts of appropriate jurisdiction as those decisions and as the Education Code relates to the subject of layoff and reemployment.

18.2 The parties herein establish a methodology to administratively determine the layoff order of employees hired (other than employees on probation in the class) into the same class on the same date.

18.3 Notification Rights

Permanent classified employees affected by layoff shall be notified by certified mail at the last known address no less than 45 calendar days from the date of postmark of the certified letter. All notices of layoff shall be issued to the Union simultaneously with notice to the affected employee. Any layoff notices sent to the Union shall include an up-to-date District-wide seniority list and a list of all vacancies authorized for filling.

18.4 Seniority Rights/Order of Layoff

Layoffs shall be based on seniority within the District. Seniority is determined by the number of hours in a paid status in bargaining unit classifications, including permanent, probationary, as well as leaves of absence for obligatory military service and appropriate paid leaves while an employee of the District. Less than full-time service will be calculated as equivalents of full-time service, i.e., one half (1/2) time for three (3) years will equal 1.5 years.

18.4.1 If two (2) or more employees on the seniority list have an identical seniority service date, the tie shall be broken in the following order:

- a. Time in classification--The employee having less time in the class shall be released first.
- b. By lot to permanently establish order of seniority. A Union representative shall be present at the drawing.

18.4.2 It is understood that layoffs shall in no way be used as a substitute for normal disciplinary procedures, including as a means to "fire" marginal or unpopular employees.

18.5 In the event SEIU Local 790, upon receipt of the layoff letter, is in disagreement with the employee chosen to be laid off, SEIU Local 790 may, within five (5) working days, so notify the District of the disagreement, and the District will, within five (5) working days, allow SEIU Local 790 to review the facts upon which the decision was based.

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ARTICLE 17

PROMOTIONS AND EMPLOYEE DEVELOPMENT

working days after the recommendations are forwarded from the Screening Committee indicating specifically the nature of his/her disagreement. If the matter is not resolved with the Vice Chancellor for Human Resources, the Board shall request the matter be heard in executive session by the Board of Trustees. When a meeting to discuss this matter is scheduled by the Board of Trustees in executive session, the SEIU Local 790 member on the Screening Committee may be accompanied by a SEIU Local 790 representative to settle the disagreement.

17.2.7 Notice of Selection

Each applicant from the bargaining unit and the SEIU Local 790 Peralta Chapter President shall be notified that the position has been filled. The SEIU Local 790 Peralta Chapter President shall be provided with the name of the appointed applicant at the same time.

17.3 No Discrimination

The District and its agent or agents shall in no way discriminate against, discourage, obstruct, harass any employee who applies for a vacancy or who participates on any screening committee or on any applicant's behalf as an appointed agent of SEIU Local 790.

17.4 Employee Training

- a. All classified employees shall be eligible for reimbursement for tuition at PCCD for training that is approved by the District and for training that is mutually acceptable to the employee and his/her first-level manager.
- b. Employees shall be encouraged to attend PCCD courses and District educational programs which would enhance their job skills or qualifications for promotion. Employees selecting courses scheduled during working hours shall, where possible, be granted flexible hours to accommodate their class schedule.
- c. Employees shall be eligible to submit a plan for educational leave to the Vice Chancellor of Human Resources. Upon the Vice Chancellor of Human Resources' approval, the employee shall be allowed to take an unpaid leave of absence not to exceed two (2) years, with a right to their original classification if there is an available position.
- d. The District Affirmative Action Officer shall make known to employees through the Affirmative Action flyer, conferences, and educational seminars held locally, regarding job skills development.

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ARTICLE 17

PROMOTIONS AND EMPLOYEE DEVELOPMENT

chosen for the position. In the event there are three (3) qualified internal applicants, the provisions of 17.2.5, Screening Committee, shall be unnecessary. When there are fewer than three (3) qualified internal applicants for an existing promotional position, the selection procedure shall be opened to external recruitment and all qualified applicants shall be treated in accordance with 17.2.4. below.

b. In the event the District determines an internal applicant is not qualified for an existing promotional position the District shall notify the Union of such decision within five (5) days, in writing, stating the reasons for the decision. Upon the Union's request, the District will meet and confer on said decision prior to posting the position for outside applicants. The decision of the District shall not be subject to the grievance procedure.

17.2.4 Open Competitive Promotional Process

a. If there are not enough qualified applicants to hire through the internal hiring process outlined above, the following process shall apply:

1. The Chairperson of each screening committee will be given a list of applicants in which internal applicants will be identified.

2. **Rule of Three** The names of the candidates with the top three (3) scores shall be forwarded to the appointing authority for consideration. In the event of a tie, four (4) names may be submitted.

b. Only affirmative action requirements may dictate an exception to the rule of three, as outlined above. When the District determines such affirmative action requirements are present, the Equal Employment Officer shall notify the Union and, upon Union request, furnish documentary proof.

17.2.5 Screening Committees

Participation of a Bargaining Unit member appointed by the SEIU Local 790 Peralta Chapter President, or his/her designee, shall be guaranteed on the Screening Committee for Local 790 positions. The District shall inform the SEIU Local 790 Peralta Chapter President of its intent to establish a screening committee no later than four (4) working days before the screening committee is to be convened so that the selection of a Local 790 bargaining unit member to serve on the Screening Committee may be made on a timely basis.

17.2.6 SEIU Local 790 Appointee Disagreements with Screening Committee

In the event the SEIU Local 790 appointee on the Screening Committee is in disagreement with the process or recommendations of the Screening Committee related to SEIU Local 790 members, he/she may express his/her disagreement directly to the Vice Chancellor for Human Resources in writing within three (3)

1. A *temporary vacancy* is a vacancy funded by District general funds, child care, EOPS and Lanterman funds in a bargaining unit classification for 60 days or more. Vacancies which the District intends to advertise and fill immediately do not fall within this category. If a temporary vacancy extends beyond 90 days, it shall be posted within five (5) days.
 2. Employees applying for a temporary out-of-class assignment must meet the minimum qualifications for the position posted and must apply using a District application form within the time period stated on the announcement.
 3. The District shall, within five (5) days of the deadline date, certify each applicant who meets the minimum qualifications.
 4. If there are more than three (3) qualified applicants, the District may select from these qualified applicants. If there are three (3) or less qualified applicants, then the most senior qualified applicant shall be selected.
 5. The District may hire an outside applicant only if there are no internal candidates who meet the minimum qualifications.
 6. An employee working out-of-class can be terminated from the temporary position for reasonable cause as stated under Article 22.4. The employee would then regain his/her former position at the appropriate pay level before the out-of-class assignment. The employee shall suffer no loss of classification seniority in his/her original position as a result of filling a temporary vacancy.
 7. Employees who have a complaint regarding the filling of a temporary vacancy can file a grievance with the Vice Chancellor of Human Resources at the District Office. Record of such grievances shall be kept separate from an individual's personnel file and will be treated in strict confidentiality.
- b. The above conditions are in addition to Section 10.6 of this Agreement. The District does not guarantee a permanent promotion to the employee working in an out-of-class assignment.

17.2.3 Filling Permanent Promotional Vacancies

- a. When there are three (3) or more qualified internal applicants for an existing promotional position, one (1) of the three (3) applicants shall be

17.1 Definitions

The following definitions apply to this Article.

17.1.1 Promotion shall be defined as a change in job classification to a classification at a higher salary range than the employee's current range and subject to the procedure of this Article.

17.1.2 Job related shall be defined as pertaining to or directly related to skills necessary in an employee's current classification.

17.1.3. For purposes of Article 17 of this contract, **outside applicant** shall be defined as any person who is not a permanent employee in the District in a classification represented by SEIU Local 790 and who applies for a vacancy within the bargaining unit.

17.1.4 Employee development shall be defined as the process of developing and improving skills useful within an employee's current classification and career development within the District through means of specific training activities.

17.2 Promotion Procedure

All vacancies in classifications represented by SEIU Local 790 shall conform with this Article so that they are accessible to promotion by permanent employees in the bargaining unit.

17.2.1 Posting of Vacancies

When a vacancy exists in the bargaining unit classifications, the District agrees to post an announcement of the vacancy giving all pertinent details of the position and procedures for applying for the position. The announcement shall list the job specifications and minimum requirements necessary for consideration of an applicant, the location of the position, hours, salary schedule, and description of job duties. The announcement shall be posted on bulletin boards in all District locations in prominent locations at all work-sites and mailed to all SEIU Local 790 stewards at their job locations at least ten (10) working days before the application deadline for temporary vacancies and ten (10) working days before the application deadline for permanent vacancies.

17.2.2 Posting and Filling of Temporary Vacancies

- a. When a temporary vacancy exists in the highest classifications of SEIU Local 790, the District agrees to post an announcement of the temporary vacancy to allow District employees an opportunity to work out-of-class to gain knowledge and experience for career advancement. The following guidelines will govern this section.

- 1 c. If the Union and the District are unable to agree on a joint statement, each
- 2 will submit a separate written statement to the arbitrator.
- 3
- 4 d. The arbitrator conducts a hearing during which he/she asks questions and
- 5 listens to statements which are limited to the facts and opinions contained
- 6 in the written statement(s) submitted by the parties.
- 7
- 8 e. Neither the Union nor the District will submit post hearing briefs.
- 9
- 10 f. The arbitrator shall render an award within 30 days following the close of
- 11 the hearing. The District shall adopt the arbitrator's award.
- 12
- 13 g. The arbitrator's fee for hearing disputes under this Article shall be paid by
- 14 the District.
- 15

ARTICLE 16

16.1 Temporary Transfers

Transfer of employees from one work location to another on a temporary basis may be initiated by the District's management at any time such transfer is judged to be in the best interest of the District but shall not exceed 30 working days in any fiscal year without written consent of the employee. The employee affected by such transfer shall be given notice as soon as administratively practical and a conference will be held between the appropriate management person and the employee in order to discuss the reasons for the transfer.

16.2 Lateral Transfers

A lateral transfer is from one position to another position in the same classification, when a position becomes available. If there is more than one (1) permanent lateral transfer applicant District-wide, the receiving institution shall select from the internal applicants.

16.2.1 Probationary employees are not eligible for voluntary transfers. Denial of a transfer request shall not be subject to the grievance procedure.

16.3 District Initiated Transfer

If due to service requirements, program changes, or changes in service delivery, the District finds it necessary to transfer a bargaining unit employee, the District shall first seek volunteers in the appropriate classifications. If there are no volunteers, the transfer(s) may be made by selecting employees in inverse order of seniority among employees competent to perform the assignment. The Union shall be given notice of proposed transfers. Upon Union request made within ten (10) days of receiving notice, the District and Union will consult in good faith over the District's decision before the District arrives at a final course of action.

16.4. Arbitration

If there is a disagreement over whether a District initiated transfer is based on the reasonable application of criteria such as service requirements, program changes, or changes in service delivery, the Union may appeal the action to arbitration within 30 days from the date the Union became aware of the transfer action. The arbitration procedures under this Article are designed to expedite the process. Accordingly, the following procedures will apply:

- a. After the initial discussions, the Union and the District will each prepare a written statement of how the facts relate to the Agreement and will submit a copy to the other party.
- b. The Union and District will meet to attempt to develop a joint statement of facts and issues.

ARTICLE 15

15.3 Holidays on Saturday and Sunday

When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.

15.4 Substitute Holiday

An employee required to work a workweek which causes the loss of a holiday to which he/she would otherwise have been entitled shall be assigned a substitute day off within five (5) days of the holiday; the substitute day off to be mutually agreed upon by the employee and the first level manager.

15.5 Holiday Eligibility

An employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

15.6 Christmas Closure Days

Employees shall receive three (3) Christmas closure days per year, non-cumulative to be used only for Christmas Closure.

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
- c. Lincoln's Birthday - February 12
- d. Washington's Birthday - Third Monday in February
- e. Malcolm X's Birthday - May 19
- f. Memorial Day - Last Monday in May
- g. Independence Day - July 4
- h. Labor Day - The First Monday in September
- i. Admission Day Observance
- j. Veteran's Day - November 11
- k. Thanksgiving Day - The Thursday proclaimed by the President
- l. Thanksgiving Day - The Friday following Thanksgiving Day
- m. Christmas Eve - December 24
- n. Christmas Day - December 25
- o. New Year's Eve - December 31
- p. Two (2) Annual Floating holidays shall be granted upon 30 days advance request.

Floating holidays for Local 790 employees are granted on a calendar year basis, and must be used within the 12 months of the allocation (January through December 31), or the days will be lost. These days are not cumulative.

15.2 Additional Holidays

- a. The Governor, in appointing any other day for a public fast, thanksgiving, or holiday, may provide whether the public schools shall close on that day. If the Governor does not provide whether the public schools shall close, they shall continue in session on all special or limited holidays appointed by the Governor, but shall close on all other days appointed by the Governor for a public fast, thanksgiving, or holiday.
- b. If the President or any act of Congress declares a national holiday, such a holiday shall be observed prospectively under Section 15.1 of this Agreement. The public schools shall close on every day appointed by the President as a public fast, thanksgiving, or holiday unless it is a special or limited holiday. (8/11/97)

ARTICLE 14

VACATION

1 vacation earnings entitlement prior to the date this Agreement is signed,
2 retain their accumulated days. Each work site (college campus or District
3 Administrative Center) shall have available for review by each employee
4 the leave transaction information necessary for the employee to know
5 his/her vacation leave balance as of July 1 of each year. In addition, a
6 notice reminding employees to check their vacation leave balance shall be
7 posted in a prominent location at each work site.
8

9 **14.8 Interruption of Vacation**

10 The Governing Board of the Peralta Community College District may allow bargaining
11 unit members to interrupt or terminate vacation leave in order to begin another type of
12 paid leave without a return to active service, provided the employee supplies adequate
13 notice and relevant supporting information regarding the basis for such interruption of
14 vacation.

ARTICLE 14

1
2 **14.5 Vacation Postponement**

3 If an employee's vacation becomes due during a period when he/she is on paid leave
4 due to illness or injury, he/she may request that his/her vacation date be changed. The
5 District may grant such request in accordance with vacation dates open at that time.
6 The employee may request to have his/her vacation rescheduled in accordance with the
7 vacation periods open at that time or may request to carry over his/her vacation to the
8 following year.

9
10 **14.5.1** If for any reason an employee is not permitted to take all or part of his/her
11 annual vacation, the amount not taken shall be accumulated for use in the
12 following year.

13
14 **14.6 Holidays During Vacation**

15 Holidays falling in an employee's regularly scheduled vacation period shall not be counted as
16 vacation days, but shall be in addition thereto.

17
18 **14.7 Vacation Scheduling**

19 Vacation periods of four (4) working days or more shall be requested by employees at
20 least 30 days prior to the planned vacation. Except for emergencies, requests for three
21 (3) days or less shall be made at least five (5) working days in advance. All vacation
22 requests are subject to the approval of the first level manager. Denial, modification, or
23 scheduling of vacation by the first level manager is to be done reasonably based on
24 service needs and the seniority provisions of this Article.

25
26 **14.7.1** If there is any conflict between employees who are working under the
27 supervision of the same first level manager as to when vacations shall be
28 taken, the conflict shall be resolved on the basis of employee seniority.

29
30 **14.7.2** Each employee is expected to request sufficient vacation each year so
31 that the total vacation including vacation carried over from one fiscal year
32 to the next fiscal year does not exceed an amount equal to two (2) times
33 the annual vacation earnings entitlement as of the end of the most
34 recently completed fiscal year. If an employee does not request sufficient
35 vacation leave to meet the accrual limit, the employee's first level manager
36 will schedule the employee for sufficient vacation leave such that the
37 employee's total vacation leave balance is at or less than two (2) times the
38 employee's annual vacation earnings entitlement.

39
40 Example:

41 Employee earns 10 days/year vacation. Employee can carry over 10 days
42 and earn 10 additional days for a total of 20 days.

43
44 Employees who accumulated more than two (2) times their annual

ARTICLE 14

14.1 Eligibility

All employees shall earn paid vacation time according to the provisions of this Article with vacation benefits earned on a calendar year basis.

14.2 Accumulation

Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedule.

14.2.1 Twelve-Month Employee

- a. 1 through 5 years: 10 days vacation (.83 days vacation for each month of service)
- b. 6 through 10 years: 15 days vacation (1.24 days vacation for each month of service)
- c. 11 through and above: 15 days vacation, plus one (1) additional day of vacation for each additional year of service after ten (10) years not to exceed a maximum of 20 days at the completion of fifteen (15) years of service.

14.2.2 Proration

Employees working less than twelve (12) months per year shall be granted vacation leave on a prorated basis as the number of months they are employed bears to twelve (12) months.

14.3 Vacation Pay

- a. Pay for vacation days for all employees shall be the same as that which the employee would have received had he/she been in a working status.
- b. A unit employee working eleven (11) months or less is entitled to receive pay for earned but unused vacation days accrued during the current year if a written request was submitted in accordance with Section 14.7 and the request was denied.
- c. Employee shall be paid by the end of the funding period. (Applies to categorically funded programs).

14.4 Vacation Pay Upon Termination

When an employee is terminated for any reason after the completion of probation, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination and said payment shall be made on a supplemental check within fifteen (15) working days of the last day worked.

ARTICLE 13

13.19 SEIU Local 790 Leave

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13.19.1 Three (3) SEIU Local 790 Peralta Chapter representatives shall each have a maximum of five (5) days of release time to be used for:

- a. Conferences sponsored by SEIU Local 790 and its affiliates,
- b. Participation in seminars and institutes sponsored by institutions of higher learning and/or governmental agencies or bodies, and
- c. Participation and/or attendance at meetings called by governmental agencies or bodies.

13.19.2 Persons eligible will be the Peralta Chapter President of SEIU Local 790 and/or his/her designees.

13.19.3 The request for the above-stipulated SEIU Local 790 leave shall be made at least two (2) weeks prior to the event for which the leave is being requested. The request shall be submitted in writing to the first level manager.

ARTICLE 13

leave without pay.

13.15 Break in Service

No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

13.15.1 No period of voluntary unpaid absence for less than 120 calendar days in any twelve (12) month period shall be considered a break in service for the purpose of earning seniority under this Agreement.

13.15.2 If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his/her position or a position in his/her class, he/she shall be placed on a reemployment list for a period not to exceed 39 months. Upon resumption of his/her duties, the break in service shall be disregarded and he/she shall be fully restored as a permanent employee.

13.16 Return to Duty from a Paid Leave

An employee who returns to duty after the exhaustion of paid sick leave or 100 days extended illness leave shall be reinstated in his/her position, providing that the employee presents a medical certificate authorizing the employee to resume normal work duties.

13.17 In accordance with applicable provisions of the Education Code, an employee who returns to duty from an unpaid leave greater than 30 days shall be reinstated in the following manner:

- a. Be reinstated in a position in his/her same classification if such vacancy exists.
- b. Be reassigned in accordance with seniority.
- c. Be placed on a reemployment list for 39 months.

13.18 An employee returning from any leave of absence greater than 30 days shall notify his/her first level manager and/or the District Human Resources Office of intent to return at least two (2) weeks prior to the expiration of the leave.

13.18.1 An employee failing to return from any leave of absence greater than 30 days within two (2) days of the scheduled return date shall be considered to have resigned.

ARTICLE 13

1 **13.11.4** At any time an employee on industrial accident or illness leave is able to
2 return to work, the employee shall be reinstated in his/her position
3 without loss of status or benefits.

4 **13.11.5** Periods of leave of absence for industrial accident and illness leave,
5 paid or unpaid, shall not be considered to be a break in service of the
6 employee.
7

8 **13.11.6** Matters within the jurisdiction of the Workers Compensation Appeals
9 Board, including determination of whether an injury is job related and
10 therefore subject to Workers Compensation, is not subject to the
11 grievance procedure.
12

13 **13.12 Extended Illness or Injury Leave**

14 Once a year an employee shall be entitled to an extended illness or injury leave of
15 absence paid at the rate of 50 percent (50%) of his/her regular salary for a period not to
16 exceed a maximum of 100 working days. The District shall pay 50 percent (50%) of the
17 insurance premiums for employees utilizing extended illness or injury leave. An
18 employee may elect to forego such benefit coverage.
19

20 **13.12.1** The extended illness leave provided in this section shall be used only
21 after the exhaustion of all sick, vacation and other paid leave.
22

23 **13.12.2** Proof of illness or injury for such leave, acceptable to the District, must
24 be provided by a licensed physician.
25

26 **13.12.3** The District shall inform the employee in writing of the period of time
27 constituting leave at full pay as well as the period of time during which
28 he/she will be compensated at 50 percent (50%) of regular pay.
29

30 **13.12.4** This leave shall not be accumulated from year to year.
31

32 **13.13 Long Term Disability Leave**

33 The District agrees to continue, during the terms of this Agreement, a long-term
34 disability leave policy.
35

36 **13.14 Leave Without Pay**

37 A leave of absence may be granted on an unpaid basis to an employee, such leave not
38 to exceed two (2) years. Unpaid leaves used to accept permanent or trial employment
39 elsewhere shall be considered a voluntary resignation by the employee.
40

41 **13.14.1** Medical, dental, life, and long-term disability insurance carried by the
42 bargaining unit employee through the District may, with the carrier's and
43 the District's approval, be continued at the expense of the employee on.
44

ARTICLE 13

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. An estimate of the amount of time that the health care provider believes the employee needs to care for the person needing care;
4. A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

13.11 Industrial Accident and Illness Leave

Employees who sustain any injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of 60 working days paid leave in any one (1) fiscal year for the same accident. This leave shall not be accumulated from year to year. Industrial accident or illness leave will commence on the first day of absence.

13.11.1 Payment for wages lost on any day shall not, when added to an award granted under the worker's compensation laws of this state, exceed the normal wage for the day. Industrial accident and illness leave will be reduced by one (1) day for each day of authorized absence regardless of the compensation award made under worker's compensation. When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred for the same illness or injury.

13.11.2 Employees shall be required to serve or have served the District in a paid status continuously for a period of twelve (12) months to be eligible for industrial injury and illness leave.

13.11.3 Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave will be used. If, however, an employee is still receiving temporary disability payments under the worker's compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave, vacation and other paid leave which, when added to the worker's compensation award, provides for a day's pay at the regular rate of pay.

ARTICLE 13

- b. Approved parental leave shall not be deducted from the seniority service date. The employee, at his or her option, may request that all or any portion of compensatory time, or vacation leave that he or she has accumulated be used.
- c. The foregoing leave shall be granted upon medical certification of pregnancy or the presentation of legal evidence of adoption.
- d. During approved parental leave, after all earned leaves are exhausted, the District agrees to allow health and welfare benefit premiums be paid at group rates by the employee on leave.
- e. Employees on maternal leave shall be eligible to receive extended illness or injury leave under section 13.12 of this agreement.

13.9 Medical Exams

- a. Members of the bargaining unit may be required to submit to medical examinations, at District expense, at the discretion of the District when there is reason to believe that work performance is affected. No employee shall be subject to disciplinary action as a result of findings from a mandated medical exam.
- b. If an employee is found to have a drug or alcohol dependence, he/she may be required, as a condition of continued employment to enroll and participate in an assistance program designed to end substance dependence. Any intended disciplinary action may be suspended pending enrollment in a rehabilitation program. Failure to successfully complete the program may result in disciplinary action, up to and including termination. All such cases shall be treated with strictest confidentiality.

13.10 Family Care Leave

Any bargaining unit member who qualifies shall be granted a leave of absence for family care pursuant to the California State Law and the Federal and Medical Leave Act (FMLA).

- a. Any bargaining unit member shall be granted a leave of absence without pay for family care pursuant to California State Law (Family Rights Act of 1991.)
- b. A bargaining unit member may be entitled to take up to a total of four (4) months in any 24 month period for family care leave. The member must provide a health care provider's written certification of a serious health condition of a spouse, child, parent or domestic partner. This certification shall provide the following:

ARTICLE 13

1 **13.6.10** Beginning with the Fiscal Year 83/84, any employee who does not use
2 any sick leave benefits in the fiscal year shall be granted a bonus of three (3)
3 additional vacation days.
4

5 **13.7 Personal Necessity Leave**

6 A maximum of seven (7) days of absence for illness or injury leave earned pursuant to
7 the sick leave provision of this Agreement may be used by the employee in case of a
8 personal necessity leave including any of the following, all of which may require
9 documentation:

- 10 a. Death of a member of an employee's immediate family when additional
11 leave is required beyond that provided in the bereavement leave provision
12 of this Agreement.
- 13 b. Accident or illness involving the employee's person or property or a
14 member of the immediate family.
- 15 c. Appearance in any court or before any administrative tribunal as a litigant, or
16 witness under subpoena.
- 17 d. An emergency of a personal nature.
- 18 e. Adoption Leave

19
20
21
22 **13.7.1** Members of the bargaining unit are required to request personal necessity
23 leave from their first level manager no later than the first hour of the work-shift in
24 which the absence is requested. The first level manager may waive this
25 requirement in cases of extreme emergency.

26
27
28 **13.7.2** Upon return from a personal necessity leave, bargaining unit members
29 shall be required to complete absence verification forms provided by the District.

30
31
32 **13.7.3** Personal necessity leave shall be taken in no less than two (2) hour
33 increments.

34
35 **13.8 Parental Leave**

36 Employees who are on active employment status may be entitled to parental leave as
37 follows:
38

- 39 a. A continuous leave of up to one (1) year may be granted to any employee
40 who becomes the parent of a newly born child or legally adopted child up
41 to the age of five (5) years.
42
43
44

ARTICLE 13

1 a. Upon retirement from service, a statement of sick leave accrued shall be
2 provided to the employee.

3
4 b. Accumulated sick leave which has been canceled by reason of an
5 employee's layoff, shall be credited back to such employee if the
6 employee returns to District employment within 39 months of such layoff.

7
8 **13.6.3** Members of the bargaining unit absent due to illness or injury must follow
9 procedures established by their first level manager to notify their department of
10 intent to be absent, the nature of the illness or injury, and the anticipated duration
11 of the illness or injury, not later than two (2) hours after the start of the work-shift
12 in order to be eligible for paid illness or injury leave, or shall document the reason
13 for the inability to do so.

14
15 **13.6.4** Members of the bargaining unit requesting paid illness or injury leave may
16 be periodically required, at the discretion of the District personnel administrator,
17 to provide medical statements on forms provided by the District. Members of the
18 bargaining unit absent due to surgery, injury or illness and/or absent for more
19 than five (5) consecutive assigned workdays may be required to submit a
20 medical release to their first level manager prior to being permitted to return to
21 work.

22
23 **13.6.5** At the beginning of each fiscal year, the full amount of sick leave shall be
24 credited to each employee. Credit for sick leave need not be accrued prior to the
25 employee taking such leave. Probationary employees of the District shall not be
26 eligible to take more than six (6) days, or the proportionate amount to which they
27 may be eligible, until the first day of the calendar month after completion of six (6)
28 months of active service with the District.

29
30 **13.6.6** The rate of pay for sick leave shall be at the same rate the employee
31 would have received had he/she worked that day.

32
33 **13.6.7** Employees who take time off during the workday for medical or dental
34 appointments shall utilize sick leave for this purpose.

35
36 **13.6.8 Quarantine Leave**

37 Bargaining unit members shall receive salary in full when quarantined by city,
38 state, or county health officials because of another's illness. If the bargaining unit
39 employee is not ill, no deduction will be made from his/her sick leave.

40
41 **13.6.9** Sick leave shall be submitted to the District in minimum increments of one
42 (1) hour.

ARTICLE 13

13.4 Subpoenaed Court Appearance Leave

Leaves of absence shall be granted to an employee who has been served a subpoena to appear in a court case. Request for such leave of absence would be made by presenting the official court summons to the first level manager. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period provided that the witness fee for such leave is assigned to, and the subpoena and court certification is filed with, the District. The witness fee assigned to the District does not include reimbursement to the employee for transportation expenses.

13.5 Military Leave

a. An employee shall be granted military leave in accordance with the provisions of the State of California Military and Veterans Code, Division 2, Part 1, Chapter 7. Request for military leave shall be submitted in writing, accompanied by military leave orders, two (2) weeks prior to the leave starting date except in the case of state or national emergency. While on military leave the employee shall have the option of being placed on:

- 1. Military leave without pay
- 2. Vacation
- 3. Compensatory time
- 4. A combination of 1, 2, and 3.

b. The employee shall not be required to reimburse to the District any monies earned while using the aforementioned types of leaves.

13.6 Sick Leave

Employees employed by the District five (5) days per week with full pay for a fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury exclusive of the days they are not required to render service. Day, as used in this article, means the employee's regular workday exclusive of overtime.

13.6.1 Members of the bargaining unit employed less than five (5) days per week and/or less than a full fiscal year are entitled to that portion of twelve (12) days leave of absence for illness or injury as the number of months and/or number of days per week they are employed bears to twelve (12) months.

13.6.2 If a member of the bargaining unit does not take the full amount of sick leave allowed in any year, the amount not taken shall be accumulated from year to year; however, in no case payable upon termination.

ARTICLE 13

13.1 Leave Provisions

The benefits which are expressly provided by Article 13 are the sole leave benefits.

13.2 Bereavement Leave

a. A full time employee shall be granted necessary leave of absence not to exceed four (4) working days, or six (6) working days if out of state (or 200 miles intra-state) travel is required on account of death of any the member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this Agreement provided by the governing board of the District. The governing board may enlarge the benefits of this section and may expand the class of relatives listed below as members of immediate family.

b. The immediate family, for purpose of this Agreement, is defined as:

Of the Employee	Of the Employee <i>Cont'd</i>	Of the Spouse
Spouse	Uncle	Mother
Mother	Nephew	Father
Father	Niece	Grandmother
Grandmother	Foster Child	Grandfather
Grandfather	Ward of the Court	Grandchild
Grandchild	Legal Guardian	Son
Son	Brother-in-law	Daughter
Daughter	Sister-in-law	Son-in-law
Son-in-law	Domestic partner	Daughter-in-law
Daughter-in-law	Step-child	Brother
Brother	Step-father	Sister
Sister	Step-mother	Step-child
Aunt		

Any persons living in the immediate household of the employee (except paying tenants). The District may require documentation.

13.3 Jury Duty

An employee shall be granted leave of absence with pay if called for jury duty in the manner provided for by law. Compensation for jury duty shall not exceed normal wages for the day and reimbursement to the District of any monies earned during jury duty, except mileage, shall be made by the member. Employees who report but do not serve on jury duty will return to work for the remainder of their assigned work shift. Those released from jury duty after 12:59 p.m. shall not be required to return to work. The District shall reimburse employees for the cost of receipted parking fees while serving on jury duty.

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12.0 Medical Examination

The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment.

ARTICLE 11

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- e. The District shall provide a semi-annual orientation with brochures describing each benefit program and provider; information about other insurance that is available to purchase; and sign off sheet that indicates the new person has been given choices he or she has regarding benefits.

11.6 Domestic Partners

As of July 1, 1992, benefits provided by the Kaiser Medical Plan, CoreSource or other medical plan with equal or better benefits and the Delta Dental Plan have been extended to domestic partners. The District will publish procedures for domestic partner enrollment.

11.7 Federal and/or State Actions

If, during the term of this Agreement, the state or federal government adopts health plan legislation/regulations that affect either the cost and/or benefits received by employees eligible to participate in the District health plans as defined in this Agreement, this Article 11 may be reopened.

ARTICLE 11

1 In network: Up to \$150 per year, per plan participant, to cover the costs of lenses, frames,
2 contacts and disposable contracts. (Contracted vision providers.)

3
4 Out of network: Payable at a rate of 50% up to \$100 per year, per plan participant, to
5 cover the costs of lenses, frames, contacts and disposable contracts (Retail providers)

6
7 The vision benefit is offered only to those regular employees and their eligible dependents
8 who enroll in the new PPO plan. The plan participant will pay any additional costs, if any.

9
10 **Kaiser Optical Services:** Eyewear purchased from Plan Optical Sales Offices every 24
11 months at a maximum allowance of \$175. The Kaiser Vision Benefit is a rider to the
12 medical plan, and requires a \$10 co-payment for the examination by a Kaiser optometrist.
13 The Kaiser EOC does not limit the number of these visits. The \$10 co payment is for
14 every plan participant.

15
16 **11.5 Conditions**

17 a. Coverage begins on the first of the month following the date hire, provided the
18 following conditions are met:

19
20 1. Actual date of hire is prior to the 20th of the month;

21
22 2. All enrollment forms for health and welfare benefits are received by the
23 District prior to the 20th of the month.

24
25 b. It shall be the member's responsibility to return all enrollment forms for health and welfare
26 benefits to the District by the agreed upon deadline. Failure to do so shall hold the District
27 harmless from any claim made in this period. In any case, all enrollment forms must be
28 received by the District within 30 days of the date of hire. Failure to comply may result in the
29 delay of providing coverage.

30
31 c. If both husband and wife are employed by the District, they shall each be eligible
32 severally for all health and welfare benefits. The only exception is that the
33 dependent children shall not be covered by both.

34
35 d. Dependent coverage is to be paid in full by the District. All dependents must be
36 added at the time of employee's enrollment or within 30 days of new birth or
37 marriage or addition of a new dependent. The following plans include
38 dependent coverage.

39
40 1. Medical Insurance

41 2. Dental Insurance

42 3. Life Insurance

ARTICLE 11

- Flexible Benefits Plan
 - Commuter Expense Plan
- b. Employees may at their own expense purchase additional life and/or disability insurance.

In addition: Specific Definitions will be modified as appropriate per the following language:

- a. CoreSource Interplan or such other plan that provides equivalent benefits (Policy #4138)
- b. Kaiser Foundation Health Plan (Policy #65)

2. **Delta Dental Insurance** or such other plan that provides equivalent benefits.

3. **Life Insurance** - Hartford Life Insurance (Policy #675104) District paid.

4. **Long-Term Disability Insurance** - Hartford Life Insurance District paid.
The description of the Long Term Disability plan included in this Agreement shall replace the current long-term disability plan for the period 7/1/04-6/30/07. All Long Term Disability plans shall be contractually arranged by the District and said contracts are hereby made a part of this agreement.

This change affects any active employees who experience a disability that begins on or after July 1, 2004.

Instead of a benefit level of 75% of pre-disability earnings, which is taxable like any other income, the benefit level decreases to 60% of pre-disability earnings, which is not taxed.

This means the actual monthly cost for each employee will be added to his/her gross income, but then in the same paycheck that amount will be deducted for Long Term Disability (making it cost neutral for the employee.)

5. Vision Benefit

At no cost to the District, a vision benefit will be provided under the new PPO plan.

Under the plan, the plan participant can go to a licensed practitioner for a visual examination. If this practitioner prescribed corrective lenses, then there is a vision hardware benefit available. It is offered on an in and out-of-network basis.

in the aforementioned contracts. In the event of the death of the retiree prior to the spouse or dependent reaching the age of Medicare eligibility (currently 65), the dependent may buy the Active plan until s/he reaches the age of Medicare eligibility (currently 65).

- c. Employees hired on or after July 1, 2004 who work full-time beyond the attainment of age of Medicare eligibility will remain on the District's medical plans, like any other active employee. Once retired, an employee may elect COBRA (self-pay) on the plan in which they were enrolled. They shall also enroll in Medicare Parts A and B, upon proof of notification from the District. Retirees shall maintain a current address and telephone number with the District.

2. Hired before July 1, 2004

- a. The intent of this agreement is to have all active employees, including those who are not currently paying into Medicare, eligible for and enrolled in Medicare when they reach the age of Medicare eligibility (currently 65).
- b. Active employees hired before July 1, 2004 who are not currently paying into Medicare shall pay Medicare taxes, if they are not at the present time.
- c. Active employees hired before July 1, 2004 with 10 or more years of service at the time of retirement, their spouse, or domestic partner and their eligible dependents remain eligible for lifetime medical benefits.

3. All employees hired at any time

- a. All currently active employees hired at any time are eligible to participate in these District-sponsored health and welfare plans at no charge to the employees:
 - Choice of either a PPO medical plan or a prepaid health plan (Kaiser), includes eligible dependents, spouse or domestic partner.
 - Dental plan through the Delta Dental Insurance or such other plan that provides equivalent benefits, includes eligible dependents, spouse and domestic partners
 - Life and Accidental Death and Dismemberment Plan
 - Long Term Disability Plan (Policy #675104)

ARTICLE 11

D. The description of the Long Term Disability plan included in this Agreement shall replace the current long-term disability plan for the period 7/1/04-6/30/07. All Long Term Disability plans shall be contractually arranged by the District and said contracts are hereby made a part of this agreement as per Article 11.4.d in the 7/1/00-6/30/03 Local 790 PCCD Contract.

This change affects any active employee who experiences a disability that begins on or after July 1, 2004.

Instead of a benefit level of 75% of pre-disability earnings, which is taxable like any other income, the benefit level decreases to 60% of pre-disability earnings, which is not taxed.

This means the actual monthly cost for each employee will be added to his/her gross income, but then in the same paycheck that amount will be deducted for Long Term Disability (making it cost neutral for the employee).

Due to the change in benefits structure for employees earning less than \$30,000, with 3 or more dependents, there is a net loss of approximately \$100/month. In those specific instances, the District will reimburse the employee for the amount of the net loss.

E. Eligibility conditions for retirement medical benefits shall be as follows:

1. Hired on or after July 1, 2004

- a. Vesting for retirement benefits for all employees hired on or after July 1, 2004 will be 10 years.
- b. Employees hired on or after July 1, 2004 who retire before the attainment of age of Medicare eligibility (currently 65 with minor exceptions) and who have ten years or more of service will be able to continue coverage under the Active plan until s/he reaches the age of Medicare eligibility (currently 65). When they become eligible for Medicare, these employees are expected to enroll in Medicare Parts A and B upon proof of notification. No other benefits are available to those retirees who have attained the age of Medicare eligibility (currently age 65). Any spouse or dependent of a retiree currently eligible for benefits during the retiree's lifetime (under the terms of the Local 790 7/1/00-6/30/03 contract) shall be covered under the Active plan until s/he reaches the age of Medicare eligibility (currently 65), or until s/he is no longer a dependent as defined

ARTICLE 11

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2 **11.1 Health and Welfare Benefits (See Appendix 1)**

3 The parties shall form a subcommittee to update language in the contract as may be
4 mutually agreeable.

5
6 The District will continue to fund the present Health and Welfare Program and absorb any
7 increase in premium rates at the current benefit level for the duration of this Agreement.

8
9 **11.2** The parties agree that a study committee shall be established to study manners and
10 mechanisms which will reduce the impact of health and welfare costs to the District.

11
12 **11.3** The District and Union will recommend the Fringe Benefits Committee explore
13 possible alternatives to the current Employee Assistance Program. The recommendation
14 of a new program will be determined as soon as possible.

15
16 **11.4 Specific Definitions**

17 All members have the right to enroll in the following plans at the time of initial employment or
18 during the open enrollment period.

19
20 **a. Medical Expense Insurance**

- 21 1. CoreSource Interplan (Policy #4138) or
22 2. Kaiser Foundation Health Plan (Policy #65)

23
24 **b. Dental Expense Insurance** or such other plan that provides equivalent
25 benefits. Delta Dental Insurance (Policy #7046-0500)

26
27 **A.** No reduction in any benefit that was provided in the immediately preceding
28 agreement shall occur due to failure to include said benefit in this Agreement,
29 unless such reduction is specifically indicated in this Agreement.

30
31 **B.** There are no changes to the plans that provide Life Insurance and Accidental
32 Death and Dismemberment (AD&D) benefits, the Delta Dental Insurance Group
33 Dental Plan or such other plan that provides equivalent benefits, the Flexible
34 Benefits Plan, and the Commuter Expense Plan.

35
36 **C.** The description of employee's medical benefits plan included in this Agreement
37 shall replace the current Blue Cross PPO and modify the current Kaiser plan for
38 the period 9/1/04-6/30/07. The current medical benefit plans shall remain in
39 effect until the new plans are fully operational and implemented. All health and
40 welfare plans shall be contractually arranged by the District and said contracts
41 are hereby made a part of this agreement as per Article 11.4.a in the 7/1/00-
42 6/30/03 Local 790-PCCD Contract.

ARTICLE 10

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5. The cost of the outside classification and pay specialist shall be shared on a 50/50 basis. The selection list of the outside classification and pay specialists will be mutually agreeable between the District and Union. The outside classification and pay specialist selection list shall be upgraded every three years in order to obtain current and best-qualified candidates for their expertise in the field of job evaluation.

 6. Procedural violations of this section 10.8 are subject to the grievance procedure. The outside classification and pay specialist's resolution of the merits of a reclassification request is not subject to grievance procedure.

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10.9 Multi-Lingual Pay

Employees represented by Local 790 who are required either by their job description or in writing by their first level manager to utilize a second language, including Braille or sign language, shall be eligible for premium pay of \$60 per month if the employee utilizes the required skills a minimum of 20 percent (20%) of the employee's working time. This provision does not apply to persons employed as interpreters or instructional assistant/ASL.

ARTICLE 10

10.7.2.b An employee assigned to work the duties of a lower classification under this Article 10.7 shall not suffer a reduction in salary. An employee subject to such reassignment shall not be eligible to receive out-of-class pay.

10.8 Desk Audits/Classification Studies

- a. From the time the employee and his/her supervisor has completed and delivered all requested job audit forms and related information, the District shall complete a desk audit/classification review within ninety (90) days. If because of workload or staff absences, the District is not able to meet this time line the union and the affected employees(s) shall be notified in writing. The notification shall include an estimated date for completion of the study.
- b. Incumbents will not have their salary reduced if downward reclassification is implemented.
- c. If within 30 days following a "desk" or 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 position, the following will occur:
 - 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.
 - 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.

ARTICLE 10

Request for automobile reimbursement shall be submitted monthly, and no obligation will exist for payment of reimbursement requests that are submitted 60 or more days after the date on which they were incurred. To receive reimbursement, a "Transportation Report" must be completed and submitted to the appropriate administrator.

10.6 Longevity

The District agrees to additionally compensate long service as follows:

<u>Years of Services</u>	<u>Additional Amount</u>
a. 1st day of 10th year of service	\$750/year
b. 1st day of 15th year of service	\$1,000/year
c. 1st day of 20th year of service	\$1,250/year

Part-time status employees shall receive long service (longevity) on a prorated basis. Change will be effective upon ratification May 3, 2001.

10.7 Working Out of Classification

All employees will be assigned within their classification. If an employee is assigned to work out of classification, including in lateral classes, and in lower classifications where the duties are inconsistent with those assigned to the employee on a permanent basis, his/her first-level manager shall, prior to the assumption of such duties, put such assignment in writing and shall indicate the reasons, length and duties of the assignment.

10.7.1 No employee shall be assigned the duties of a classification other than his/her regularly assigned classification for more than 90 working days in any twelve (12) month period.

10.7.2 If assigned duties on a full-time basis which constitute a higher classification, the employee will be placed on the appropriate range for that classification for the entire period he/she is required to work in the higher classification. If assigned duties on a full-time basis is a lateral classification which are unrelated to the employee's regular classification for a period of five (5) days or more, the employee is entitled to out-of-class pay for the entire period of the out-of-class assignment.

10.7.2.a An employee assigned to work as described in 10.7.2 shall receive five percent (5%) above his/her regular rate of pay or the top step in the appropriate pay range for the assignment if a five percent (5%) increase would exceed the top step.

10.3.2 Overpayment

When it is determined by the District that an overpayment has been made to an employee, the District shall notify the employee and document the overpayment.

10.3.3 When an employee receives an overpayment, the employee shall immediately notify the District Payroll Office before cashing the check containing the overpayment to determine if a corrected check can be issued within 24 hours.

10.3.4 The following method will be used for reimbursement:

- a. The employee and the District will attempt to agree on the method of payment.
- b. If agreement on method of repayment is not reached, the following shall be used:
 1. If overpayment has been made in one check, the repayment shall be made in three (3) equal payments.
 2. If overpayment has been made over a series of pay periods, the repayment shall be made over the same number of pay periods but in no case more than six (6) payments.
 3. When an overpayment has occurred and repayment has been made, the District shall, upon request, supply the employee with documentation.

10.4 Promotion

An employee receiving a promotion under provisions of this Agreement shall be moved to the appropriate range and step of the new class to ensure for the duration of a one (1) year period not less than five percent (5%) increase as a result of that promotion, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

10.4.1. An employee who is placed on Step A shall be moved to Step B after completion of the six (6) month probationary period.

10.5 Mileage

An employee authorized to use his/her vehicle on District business shall be reimbursed at the rate of thirty-six cents (\$0.36) per mile for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District assigned business. The rate of compensation for travel shall be adjusted at the start of each fiscal year to match the IRS rate in effect on July 1.

ARTICLE 10

10.1 Regular Rate of Pay

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in a five (5) step salary schedule (Appendix A).

10.2 Pay Rates

Fiscal Year 2004/05

The District shall confer to each regular and probationary bargaining unit member (prorated for less than 12 month employees) a one-time bonus of \$1,000, before the 2005 spring semester commences. This bonus is non-recurring and shall not be included on any salary schedule

Fiscal Year 2005/06 and 2006/07

2005/2006

The salary schedule shall be increased by a percentage reflecting the effective District COLA as identified and funded by the State. Reopener on any new general fund, growth money and non-designated money coming into the District.

2006/2007

The salary schedule shall be increased by a percentage reflecting the effective District COLA as identified and funded by the State. Reopener on any new general fund, growth money and non-designated money coming into the District.

The District shall publish all salary schedules to accurately reflect what an employee receives as compensation.

When salary schedule changes are made, the District will provide a copy of the changes to the Union.

10.3 Special Payments

The Union may request to meet and discuss the impact of new legislation enhancing PERS members' retirement benefit, within 30 days after enactment of such legislation.

10.3.1 Underpayment

When it is determined that an error has been made in the calculation or reporting in any classified employee's payroll or in the payment of any classified employee's salary, the District shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.

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2 **9.13 Registration Assignments**

3 Only Admissions and Records staff members shall be required to work registration.
4

5 **9.14 At Home Contact**

6 When it becomes necessary for an on-duty member or manager to contact an off-duty
7 employee relative to or in conjunction with the continuation of a program or service, an
8 employee or manager may contact an off-duty member for the purpose of requesting
9 information or direction and such off-duty member will be compensated for one (1) hour
10 of compensatory time or overtime. An off-duty member who is contacted after 10:00
11 p.m. will be compensated for two (2) hours of compensatory time or overtime.
12

13 The District manager will make every effort to cover all issues in one telephone call. In
14 the event of repeat calls covering an extended time period when the employee is
15 requested to stand by for follow-up calls, the District will pay for the entire time period at
16 overtime.
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18 The contacted member will fill out a "B" form and a classified time-sheet requesting
19 payment as overtime or compensatory time.

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ARTICLE 9

HOURS AND OVERTIME

time at the appropriate overtime rate based on the employee's current rate of pay. All provisions of this Article 9.8 shall comply with applicable Federal Labor Standards Act (FLSA) regulations.

9.9 Minimum Callback/Call In Time

An employee required to return to the work-site outside of his/her normal hours shall be compensated as follows:

- a. The employee shall be guaranteed four (4) hours compensation at the overtime rate.
- b. Any work performed in excess of four (4) hours shall be compensated at the actual number of hours at the applicable overtime rate.

9.9.1 No employee shall refuse to return to work under the terms of this provision more than twice in any twelve (12) month period.

9.10 Standby Pay

An employee who is required by his/her first level manager to be available for duty is restricted from travel which would preclude his/her return to duty within one (1) hour, and is required to maintain telephone contact during such period, shall be compensated for four (4) hours at the straight-time rate for every 24 hour period. If the four (4) hour straight-time standby compensation is broken prior to twelve (12) hours, payment of two (2) hours at straight time shall be made.

9.11 Summer Work

- a. When summer work positions are available, bargaining unit member employees employed less than twelve (12) months per year but more than nine (9) months per year shall have first opportunity to fill these positions within their classification provided that such employee notify the District Personnel Office, in writing, by May 1 preceding the summer in which that employee wishes to work, of his/her desire to fill such available summer work.
- b. Additionally, the District will give consideration to employees having made proper notification to the District of their desire to fill such positions in other classifications. Regular employees working under this provision will be maintained on health and welfare.

9.12 Flexitime

A study committee shall be formed from both the Union and the District and it shall, within three months of the signing of the agreement, complete a report on flexitime. Where staff requirements do not dictate to the contrary, the District may develop and implement such a program.

HOURS AND OVERTIME

ARTICLE 9

notice to employees in such positions of the need to modify their schedules to accommodate college workflow. The SEIU Local 790 and the District will create a mutually agreeable list of the positions in the relevant classifications. Any additions to this list must be mutually agreed to as well.

- b. One and one-half (1 1/2) times the regular rate of pay for hours worked on the sixth consecutive day of work.
- c. Employees will be compensated at one and one-half (1-1/2) times the regular compensation rate in addition to the regular compensation rate when required to work on a holiday.

9.6 Split Shift Differential Compensation

Employees whose assigned shift contains one (1) or more periods of unpaid time whose total exceeds one (1) hour shall be paid in shift differential premium of four percent (4%) above the regular rate of pay for all hours worked.

9.7 Shift Differential

Effective July 1, 1992 for work performed on the swing shift the differential shall be five percent (5%). For work performed on the graveyard or rotating shift the differential shall be seven percent (7%).

9.7.1 An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift for 20 working days or less.

9.7.2 Any employee receiving a shift differential premium shall be paid at the appropriate rate, and all overtime shall be paid based on a regular rate which excludes the shift differential premium.

9.7.3 Employees who work four (4) or more hours after 4:00 p.m. are designated as swing shift employees.

9.7.4 Employees who work four (4) or more hours after 12:00 a.m. midnight are designated as graveyard shift employees.

9.8 Compensatory Time Off

When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked and without impairing the services required by the District. Compensatory time off shall be granted at the appropriate rate of overtime.

If the compensatory time off has not been taken within twelve (12) months after the month in which it was earned, the District shall pay the employee in cash for all such

9.1 Workday/Workweek

For full-time employees the workweek shall consist of five (5) consecutive days, normally Monday through Friday, of eight (8) hours per day and forty hours per week. Each employee shall be assigned a fixed and regular work schedule which shall not be arbitrarily or capriciously changed.

9.2 Adjustment of Assigned Time

Any part-time employee who works an average of 30 minutes or more per day in excess of his/her regular part-time assignment for a period of 20 consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis.

9.3 Lunch Periods

The District shall provide employees with an uninterrupted lunch period of not less than 30 minutes. The scheduling of the lunch period shall be made by the first level manager in accordance with the needs of the District.

9.4 Rest Periods

The District shall provide one (1) paid fifteen (15) minute rest period for each four (4) hours of work. The scheduling of the rest period shall be made by the first level manager in accordance with District needs. Employees are considered to be under the direction of the District during rest periods.

9.5 Overtime

The first level manager shall schedule overtime based on seniority, knowledge and skills in relationship to the assignment. The District will make reasonable efforts to give more than four hours notice with a goal of giving 24 hours notice whenever feasible, e.g., when the need for overtime work on specific projects is known in advance. No employee shall refuse scheduled overtime work provided four (4) hours prior notice is given.

9.5.1. Overtime compensation shall be as follows:

- a. All work in excess of eight (8) hours in any 24 hour period shall be paid for at one and one-half (1 1/2) times the regular rate for the first six (6) hours of such excess and at two (2) times the regular rate for the balance of such excess. This provision shall not be applicable when excess hours are required by a schedule adjustment requested by the employee or part of a regular flextime schedule requested by the employee, and subject to the approval of the first level manager. The Union and the District recognize and accept that certain positions in some areas (assessment, registration, and special events such as graduation) necessitate temporary schedule adjustments. The District is committed to giving reasonable

ARTICLE 8

1 plus higher classes.
2

3 **8.25 "Short term employee,"** for the purpose of this Agreement, is a person hired for a
4 specific temporary project which, when completed, shall no longer be required.
5

6 **8.26 Working hours"** All regularly assigned hours in paid status shall be considered
7 working hours.

ARTICLE 8

1 **8.14 "Industrial accident or illness"** is an injury or illness arising out of or in the course
2 of employment with the District.

3
4 **8.15 "Permanent employee"** is a regular employee who successfully completes the initial
5 probationary period.

6
7 **8.16 "Probationary employee"** is a regular classified employee who becomes permanent
8 after completion of the six (6) month probationary period, subject to subsections (a) and (b)
9 below.

10
11 a. In the event of absence from work for any reason for 10
12 consecutive days or more, the probationary period shall be
13 extended by the duration of the absence. (A "day" is any day
14 on which the District Office of the Peralta CCD is open for
15 business.) The District shall give the employee notice of such
16 extension.

17
18 b. The District may extend the probationary period for up to six months when it
19 believes that additional time is necessary to assess the employee's
20 performance. Before deciding to extend, the District will consult with the Union to
21 discuss the basis for and duration of extension.

22
23 **8.17 "Promotion"** is a change in the assignment of an employee from a position in one
24 (1) class to a position in another class with a higher maximum salary rate.

25
26 **8.18 "Reallocation"** is movement of an entire class from one (1) salary range or rate to
27 another salary range or rate.

28
29 **8.19 "Reclassification"** is the upgrading of a position to a higher class as a result of
30 changes in the duties being performed by the incumbent in such position.

31
32 **8.20 "Restricted employee"** is an employee hired pursuant to any local, state, or
33 federally-funded program which restricts employment to persons in low-income groups,
34 designated impoverished areas, and any other criteria which restricts the privilege of all
35 citizens to compete for employment in such positions.

36
37 **8.21 "Salary schedule"** is a series of wage and salary ranges and steps, which comprise
38 the rates of pay for all classes.

39
40 **8.22 "Salary step"** is one (1) of the wage levels within the range of salaries for a class.

41
42 **8.23 "School year and fiscal year"** is July 1 through June 30.

43
44 **8.24 "Seniority"** is based on all hours served in probation/permanent status in the class

ARTICLE 8

partnership are all subject to a 30-day limit on the enrollment period beginning on the date of the event;

3. The two (2) parties; not married, eighteen (18) years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract;

4. The two (2) parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;

5. The two (2) parties agree to notify the employer with whom the "Affidavit of Domestic Partnership" is filed if there is any change in the circumstances attested to in the affidavit;

6. The two (2) parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

b. A member of a domestic partnership may end said relationship by filing a statement with the Risk Management Office. In the statement the individual filing must affirm, under penalty of perjury that: 1) the partnership is terminated, and 2) a copy of the termination statement will be mailed to the other partner unless both have signed the termination statement.

c. No individual who has filed an "Affidavit of Domestic Partnership" may file another such affidavit until six (6) months after a statement of termination of the previous partnership has been filed with the designated department.

d. Any person, employer or company who suffer any loss because of a false statement contained in an "Affidavit of Domestic Partnership" for failure to notify the employer of changed circumstances as required in paragraph c. above may bring a civil action to recover their losses, including reasonable attorney's fees.

8.10 "Employee" as used in this Agreement refers to a bargaining unit member covered by this Agreement.

8.11 "First level manager," for the purpose of this Agreement, is the first level manager outside of the bargaining unit who is responsible for the employee(s) in their unit.

8.12 "Hire date" is the first day in paid status.

8.13 "Incumbent" is an employee assigned to a position and who is currently serving in the position.

1
2 8.1 "Bargaining unit seniority" is secured by hours in paid status in a class or classes
3 included in the bargaining unit.

4
5 8.2 "Bumping right" is the right of an employee, under those conditions provided by
6 law, to displace an employee with less seniority in the same class District-wide.

7
8 8.3 "Class" is any group of positions sufficiently similar in duties, responsibilities, and
9 authority that the same job title, minimum qualifications, and salary range are identical for
10 all positions in a class District-wide.

11
12 8.4 "Classification" is a designated title, a regular minimum number of assigned hours
13 per day, days per week, and months per year, a statement of the duties required to be
14 performed in each such position, and the regular monthly salary range for each such
15 position.

16
17 8.5 "Day" is any day on which the Peralta Community College District administration
18 office is regularly open for business.

19
20 8.6 "Demotion" is a change from a position in one class to a position in another class
21 that is allocated to a lower salary range without the employee's voluntary consent.

22
23 8.7 "Differential" is a salary allowance in addition to the basic rate or schedule
24 based upon hours of employment.

25
26 8.8 "Displacement" includes layoff, demotion, involuntary transfer to a new
27 classification, involuntary transfer to a new location requiring a change in residence, and
28 time base reductions.

29
30 8.9 "Domestic partners", benefits provided by the Kaiser Medical Plan, CoreSource
31 and the Delta Dental Plan are extended to domestic partners.

32
33 a. The employee and the member must complete, sign and file with the Risk
34 Management Office the "Affidavit of Domestic Partnership" which includes
35 the following statements:

- 36
37 1. The two (2) parties residing together have done so for at least six
38 months and intend to reside together indefinitely and share the
39 common necessities of life;
- 40
41 2. The two (2) parties are subject to the same eligibility
42 requirements governing all other employees who are covered
43 by or applying for health plan coverage. New children, new
44 employees, adoptions, new marriages and domestic

- 1
- 2 **7.1** The District agrees to grant release time to SEIU Local 790 stewards and/or
- 3 chapter officers identified and designated annually by SEIU Local 790 to perform
- 4 services directly involved in the processing of grievances and disciplinary appeals and
- 5 for meetings with the grievant and management without loss of pay or benefits.
- 6 Stewards shall not leave their work location for grievance processing purposes without
- 7 the prior approval of their first level manager. Consistent with existing practice, 1.0 FTE
- 8 release time shall be made available under this section.
- 9
- 10 **7.2** A steward who wishes to be released for the purpose of investigating a grievance
- 11 or for reasonable preparation time with an aggrieved employee prior to a session with
- 12 management shall request such release time from his/her first level manager for an
- 13 agreed upon specific length of time in order to conclude the investigation.
- 14
- 15 **7.3** The District shall grant two (2) hours per month to the stewards and officers as
- 16 provided in 7.1 to attend stewards council meetings. Prior approval must first be
- 17 obtained from the first level manager.

ORGANIZATIONAL RIGHTS

ARTICLE 6

1 will be all confidential information or material as defined by applicable law.
2

3 **6.8** No later than November 1 of each year the district will give the union a listing of
4 all bargaining unit positions.

1
2 **6.1** The SEIU Local 790 Field Representative shall have the right of access at
3 reasonable times to areas in which employees work subject to authorization from the
4 employee's first level manager.
5

6 **6.2** SEIU Local 790 shall have the right to use without charge institutional bulletin
7 boards, mailboxes, and the use of the inter-district mail system subject to reasonable
8 regulation; and the right to use institutional facilities at reasonable times for the purpose
9 of meetings concerned with the exercise of the rights guaranteed by SB 160.
10

11 **6.3** The union will be notified of all new hires, reclassifications, job changes (working
12 out of class or job description changes), retirements and resignations, terminations and
13 other employee separations within 20 working days. SEIU Local 790 shall have the
14 right to be supplied with a complete "hire date" seniority roster of all bargaining unit
15 employees on the effective date of this Agreement and every twelve (12) months
16 thereafter. The roster shall indicate the employee's present classification and primary
17 job site.
18

19 **6.4** SEIU Local 790 shall have the right to conduct one orientation session annually
20 on this Agreement for bargaining unit employees during regular working hours. Such
21 orientation shall not exceed four (4) hours and the time, date and location shall be
22 subject to mutual agreement between the college president/district administrator and
23 the SEIU Local 790 authorized representative.
24

25 **6.5 Support of Agreement**

26 During the term of this Agreement, the District agrees not to negotiate with any other
27 organization on the matters upon which SEIU Local 790 is the exclusive representative
28 and which is within its scope of representation. SEIU Local 790 agrees to negotiate
29 only with the representative officially designated by the District to act on its behalf.
30

31 **6.6 Distribution of Contract**

32 Within three (3) months after ratification of this Agreement by the Board of Trustees, the
33 District shall cause to be printed copies of this contract for distribution to all employees
34 in the bargaining unit and future bargaining unit employees to be hired within the
35 effective period of the contract. The cost of printing the Agreement and any additional
36 required copies shall be born equally by the District and Local 790.
37

38 **6.7 Legal, Unrestricted and Nonconfidential Information**

39 The Vice Chancellor for Human Resources will provide, upon reasonable request, to
40 SEIU Local 790 legal, unrestricted, and nonconfidential information. Such data and/or
41 information will be made available in a format that does not require research and/or
42 analytical manipulation; excluded will be all confidential information or material as
43 defined by applicable law. The District will provide electronically to the Union such non-
44 confidential information as is maintained as a "field" in the District's PAF form. Excluded

ARTICLE 5

EMPLOYEE EVALUATION PROCEDURES

1 review shall be made in writing within five (5) work days of the evaluation
2 conference with the first level manager. The District shall grant an
3 additional five work days for response if the employee or Union so
4 requests during the initial five day period. The Union may request the
5 attendance of the Vice Chancellor for Human Resources at this meeting.
6 In conducting an administrative review, the reviewing manager shall
7 review the evaluation and pertinent background material, meet with the
8 employee, and as appropriate meet with the evaluator. The decision of
9 the reviewing manager shall be final and shall not be subject to grievance
10 procedure.

- 11
12 i. Within six (6) months of the signing of the agreement, the District and
13 Union will convene a committee of three (3) Bargaining unit members, and
14 two (2) District representatives to discuss the performance evaluation
15 forms.

1
2
3 **5.1** A labor and management committee (L&MC) including representatives of Local
4 790 and Stationary Engineers Local 39 shall review and approve new evaluation forms.

5
6 The following procedure shall be strictly adhered to:

- 7
8 a. Only the first level manager shall evaluate the employee by means of a
9 performance evaluation. At no time will any classified employee be
10 evaluated by another classified employee or by any faculty member.
11
12 b. For probationary employees: the evaluation will be at the end of the
13 second and the fifth months of service. If an employee's probationary
14 period is extended pursuant to Section 8.16, another evaluation will occur
15 one month before the conclusion of the probationary period. Probationary
16 employees can be released prior to obtaining permanency status. The
17 termination shall not be subject to the grievance procedure.
18
19 c. For permanent employees: the evaluation will occur annually, during the
20 month in which the employee attained permanency in his/her present
21 position. Timely evaluations shall cover the preceding 12-month period of
22 employment and should not reach back in time to a prior evaluation
23 period, except for matters under investigation in the 12 month period.
24 Other exceptions shall be subject to agreement by the District and union.
25
26 d. The reports shall be completed on forms prescribed by the District. In
27 order for an employee to receive a below standard evaluation, the first
28 level manager must include supporting factual information.
29
30 e. Upon completing the performance evaluation report, the evaluator shall
31 present it to the employee and discuss it with him/her.
32
33 f. The employee shall then sign the report in order to indicate his/her receipt
34 and he/she shall receive a signed copy.
35
36 g. Only items a through f above shall be subject to the grievance procedure.
37 If an employee intends to grieve a through f above, he/she must file the
38 grievance not later than five (5) working days after the completion of "f"
39 above.
40
41 h. If an employee who receives an overall rating of "unsatisfactory" believes
42 that the rating was arbitrary or lacking in factual foundation, then he/she
43 may request the reviewing manager (president/site administrator) to
44 conduct an administrative review, provided that the request for such

1
2 The "sealing" process is as follows: (a) the District shall respond in
3 writing to the employee, indicating which, if any, of the documents in
4 question shall be sealed. (b) The responsible District manager shall
5 place documents to be sealed in a manila envelope at the front of the
6 personnel file. The manager shall write on the "flap" of the envelope the
7 date of sealing and the manager's name, and shall then apply
8 transparent tape over the written entry and the flap to secure the
9 envelope.

10
11 **4.1.4** An employee, upon reasonable notice to his/her supervisor, shall have the
12 right without loss of pay to examine and/or obtain copies of any material from
13 his/her personnel file with the exception of material that includes ratings, reports,
14 or records which were obtained prior to the employment of the employee
15 involved. The employee's personnel file shall be available for examination by the
16 SEIU Local 790 Field Representative as authorized by the employee.
17 Employees covered by this agreement wishing to review their personnel file shall
18 call the Personnel Office in advance and schedule an appointment to inspect
19 their personnel files.

20
21 **4.1.5** All personnel files shall be kept confidential. The District shall not disclose
22 confidential personnel file contents except as permitted under "need to know"
23 principles as provided by law,
24

25 **4.2** Each new employee shall receive, upon employment, a copy of the collective
26 bargaining agreement.
27

28 **4.3** Upon employment of an employee, the SEIU Local 790 Peralta Chapter
29 President shall be notified of the new employee's name, site location, and job
30 classification.
31

32 **4.4** A representative of Local 790 employed in the District Personnel Office shall be
33 present for all new employee initial orientations at which time he/she shall present
34 Union materials.

4.1 Personnel Files

The official personnel file and the official grievance file shall be maintained separately at the District Office.

4.1.1 Employees shall be provided with copies of any derogatory written material ten (10) working days before it is placed in the employee's personnel file. During these ten (10) workdays, the employee shall have an opportunity to respond in writing to such derogatory material and have his/her written response attached thereto. The District shall honor requests for a reasonable extension of this deadline, not to exceed 10 additional working days.

4.1.2 Material in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the employee involved.

4.1.3 A review of derogatory material in the personnel file of an employee shall take place during normal District office business hours and the employee shall be released from duty for this purpose without salary reduction. Employees wishing to review their personnel file under the provision of this paragraph will obtain authorization to be released from duty for that purpose from the first level manager.

- a. Employees may request that a reprimand and warning letter dated three (3) years or more may be withdrawn from their personnel files except for documents involving serious misconduct or negative evaluations and provided there is no disciplinary investigations pending.
- b. For types of discipline other than those specified in section (a), employees may request that derogatory documents in an employee's personnel file dated 5 years or earlier be "sealed." Management will consider such requests and has the discretion to decide to "seal" the document in question. If the employee is dissatisfied with management's decision, the employee may seek review of any such decision from the appropriate Vice Chancellor, whose decision shall be final. Decisions made pursuant to this paragraph are not subject to the grievance procedure.

Sealed documents may be unsealed and reviewed in the event of investigation of alleged subsequent misconduct and may be utilized by the District in subsequent disciplinary actions or litigation, or when considering a candidate for promotion. They may also be unsealed reviewed and produced in response to court order.

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3.1 Equal Employment Opportunity

The District and SEIU Local 790 agree that an effective Equal Employment Opportunity program is beneficial to the District as well as the community. The District and Local 790 are committed to a policy of equal employment opportunity through a continuing Equal Employment Opportunity program that is consistent with law. The parties agree and understand that the responsibility for a faculty and staff diversity plan rests with the employer. The employer agrees to comply with applicable federal and state laws regarding Equal Employment Opportunity.

3.1.1 In accordance with Title 5, California Code of Regulations, a District Equal Employment Opportunity Committee shall be formed with a Local 790 member from each site to meet on release time with the Equal Employment Opportunity Officer.

3.2 No Discrimination

The District is committed to vigorous Equal Employment Opportunity in all aspects of its employment program, including selection, assignment, promotion and transfer. All employees and applicants for employment will enjoy equal opportunity and non-discrimination regardless of race, color, creed, national original, sex (including pregnancy, childbirth, or related medical conditions, and a strict prohibition against sexual harassment), religion, age, physical or mental disability, marital status, sexual orientation, status as a special disabled or Vietnam-era veteran, medical condition (cancer related or HIV positivity, including AIDS/ARC), ancestry, citizenship or political affiliation, family care status, or any other characteristics protected by law. The employer agrees to comply with all applicable federal and state laws prohibiting unlawful discrimination and discriminatory harassment toward employees. Furthermore, the District agrees that there shall be no discrimination, interference, restraints or coercion by the District or any of its agents against any of its employees because of membership in the union or exercise of rights to engage in Union activity. Alleged violations of this Article 3 shall be processed exclusively through the District's discrimination complaint resolution procedures.

The District's policy on non-discrimination appears at Board Policy 3.04, which may be amended from time to time.

1
2 **2.1** All present employees in the bargaining unit, or future employees in the
3 bargaining unit, who are not already members of SEIU Local 790 shall, within 30 days
4 of the effective date of this Agreement, or within 45 days of their date of employment,
5 become members of SEIU Local 790, or in the alternative, shall, as a continuing
6 condition of employment, pay to SEIU Local 790 a service fee in an amount equal to the
7 applicable monthly SEIU Local 790 membership dues, assessments, and initiation fees
8 uniformly required of employees of the District who are members of SEIU Local 790.
9 The payments hereunder shall be made by authorized payroll deductions.

10
11 **2.2** The District, upon receiving a signed statement from SEIU Local 790 indicating
12 that an employee has failed to comply with the conditions of this Article, shall
13 immediately notify said employee that his/her services shall be terminated at the end of
14 30 days from the date of such notification, and shall dismiss said employee accordingly.
15

16 **2.3** If any provision of this Article is invalid under federal or state law, said provision
17 shall be modified to comply with the requirements of said federal or state law.
18

19 **2.4** The District shall deduct from the pay of each employee from whom it receives
20 an authorization the required amount for the payment of SEIU Local 790 dues or service
21 fees and initiation fees. Check off authorization for SEIU Local 790 dues which were
22 executed prior to the execution of this Agreement shall remain in full force and effect.
23 Checked off dues or fees, accompanied by a list of employees from whom they have
24 been deducted and the amount deducted from each, and by a list of employees who
25 had authorized such deductions and from whom no deduction was made and the
26 reason therefore, shall be forwarded to SEIU Local 790 no later than fifteen (15) days
27 after such deductions were made.
28

29 **2.5** If an employee does not have sufficient funds due him/her to provide for the
30 payment of dues or service fees after all other authorized mandatory deductions or
31 garnishments have been made, no such sum shall be deducted and SEIU Local 790
32 shall assume the same responsibility in all cases where no deductions have been made
33 because an employee's earnings are insufficient during any pay period to pay such
34 dues or service fees.
35

36 **2.6** SEIU Local 790 agrees that in the event of litigation against the District or
37 employees arising out of the implementation of this Article, SEIU Local 790 will defend
38 and indemnify and hold harmless the District, its agents, or employees for any monetary
39 award arising out of such litigation.

- 1 a. A District statement outlining the reasons for considering the introduction
2 of new technology.
- 3
- 4 b. Feasibility studies assessing the cost and benefits of new
5 technology, if available.
- 6
- 7 c. Proposed methods of operation of the new system and the task(s) it
8 will perform.
- 9
- 10 d. Proposed timetable for the introduction of the technological
11 change. The District will disclose this information in advance of any
12 proposed technological change. This information will be provided
13 in a form that is clear and understandable to the Union.
- 14

15 **1.5.3 Negotiations**

16 Upon request from the Union, the District will meet with the Union to
17 negotiate regarding the effects of the proposed technological change(s). The
18 Union and the District shall agree to negotiate on all matters affecting the
19 wages, hours, terms, and working conditions of employment as a result of
20 the technological change.
21

1
2 **1.1 Acknowledgement**

3 The District recognizes Service Employees International Union (SEIU) Local 790 and its
4 Peralta Chapter as the sole and exclusive representative of those members of the
5 bargaining unit enumerated in the certification by the Public Employment Relations Board
6 (PERB), certified as of October 3, 1983, Case Number SF-D-110 (R-1A).
7

8 **1.2 Scope of Representation**

9 The scope of representation shall be matters relating to wages, hours of
10 employment, and other terms and conditions of employment.
11

12 **1.3** All matters not specifically enumerated above are reserved to the Peralta
13 Community College District as the employer and may not be a subject of meeting
14 and negotiating, provided that nothing herein may be construed to limit the right
15 of the District to consult with SEIU Local 790 on any matter outside the scope of
16 representation.
17

18 **1.4 Contracting Out**

19 The District will not contract out work if to do so would cause a displacement of
20 bargaining unit personnel as that term is defined in the Definition Section of this
21 contract. The District shall make every effort to insure that bargaining unit work
22 is performed by bargaining unit members. Bargaining unit work shall not be
23 contracted out when no financial advantage would accrue to the District as a
24 result of such action.
25

26 **1.5 Introduction of Technological Change**

27
28 **1.5.1 Definition of Technological Change**

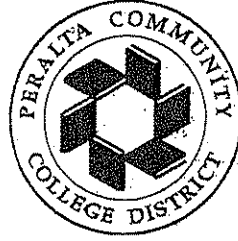
29 For the purposes of this Agreement, the term "technological change" shall
30 be understood to mean any major and significant change in equipment
31 and/or work methods which affects the terms and conditions, employee job
32 retention, or bargaining unit size.
33

34 **1.5.2 Information Disclosure**

35 The District will, upon written request to the Vice Chancellor for Human
36 Resources, make available to the Union the following:
37

**SERVICE EMPLOYEES INTERNATIONAL UNION - LOCAL 790
COLLECTIVE BARGAINING AGREEMENT 2003-2007
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PERALTA COMMUNITY COLLEGE DISTRICT

Agreement Between
The Peralta Community College District
And
Service Employees International Union Local 790
Permanent Employees

July 1, 2003 - June 30, 2007