

**PERALTA COMMUNITY COLLEGE DISTRICT**

---

**Agreement Between**

**The Peralta Community College District**

**And**

**Service Employees International Union**

**Local 1021**

**(Hourly Employees)**

**Contract Extension**

**July 1, 2011 - June 30, 2012**

---

Berkeley City College

College of Alameda

Laney College

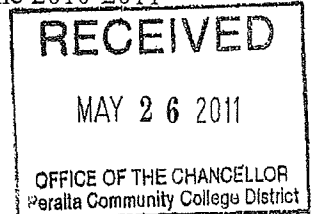
Merritt College

Tentative Agreement for a One-Year Extension of the Collective Bargaining Agreement  
Between the Peralta Community College District and SEIU (Hourly) Local 1021  
Through June 30, 2012

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

- a. The Collective Bargaining Agreement in effect during the period of July 1, 2010 through June 30, 2011, shall be and hereby is extended for the period of one year commencing July 1, 2011 up to and including June 30, 2012, or at such time a new contract is agreed to by the parties, whichever occurs first. This agreement shall be known as the 2011-2012 Tentative Agreement for a One-Year Contract Extension (Hourly Unit).
- b. This Agreement is subject to approval of the SEIU (Hourly) Local 1021 in accordance with its procedures, and, thereafter, to approval of the Peralta Board of Trustees.
- c. All dates and provisions specified in the 2009-2010 and 2010-11 Agreement will be extended to reflect the 2011-2012 Agreement.

Upon expiration of the 2011-2012 Agreement, the terms and conditions of the 2010-2011 Agreement shall continue in effect until a new agreement is adopted.



By: *Wise Allen*  
Wise Allen, Chancellor  
Peralta Community College District

Date: 5/29/11

By: *Trudy Large*  
Trudy Large, J.D.  
Vice Chancellor for Human Resources & Employee Relations  
Peralta Community College District

Date: 5/25/11

By: *Nely Obligation*  
Nely Obligation, Chief Negotiator  
SEIU Local 1021

Date: MAY 18, 2011

By: *Abigail Brewer*  
Abigail Brewer, President  
SEIU Local 1021

Date: May 18, 2011

## SEIU LOCAL 1021 HOURLY

### TABLE OF CONTENTS

ARTICLE 1	RECOGNITION
ARTICLE 2	ORGANIZATIONAL SECURITY
ARTICLE 3	AFFIRMATIVE ACTION
ARTICLE 4	EMPLOYEE RIGHTS
ARTICLE 5	ORGANIZATION RIGHTS
ARTICLE 6	STEWARDS
ARTICLE 7	DEFINITIONS
ARTICLE 8	HOURS AND OVERTIME
ARTICLE 9	PAY AND ALLOWANCE
ARTICLE 10	HEALTH AND WELFARE BENEFITS
ARTICLE 11	EMPLOYEE EXPENSES AND MATERIALS
ARTICLE 12	WORKING CONDITIONS
ARTICLE 13	SAFETY
ARTICLE 14	GRIEVANCE PROCEDURE
ARTICLE 15	MANAGEMENT RIGHTS AND RESPONSIBILITIES
ARTICLE 16	CONCERTED ACTIVITIES/LOCKOUT
ARTICLE 17	SEVERABILITY
ARTICLE 18	SEXUAL HARASSMENT
ARTICLE 19	NEGOTIATION/DURATION

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

ARTICLE 1

RECOGNITION

1.1 Acknowledgement

The District recognizes Service Employees International Union (SEIU) Local 1021, Part-Time/Hourly and its Peralta Chapter as the sole and exclusive representative of those members of the bargaining unit enumerated in the certification by the Public Employment Relations Board (PERB), certified as of July 1, 1998, Case Number SF-R-833.

This bargaining unit is comprised of part-time, hourly employees performing services in job classifications presently included in the Local 1021 regular employee unit who are and have been employed by the District for at least 30 work days within a fiscal year.

The unit shall exclude guards, all other employees who are in employment classifications presently represented by any other labor organization, and all management supervisory and confidential employees.

1.2 Scope of Representation

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

1.3 All matters not specifically enumerated above are reserved to the Peralta Community College District as the employer and may not be a subject of meeting and negotiating, provided that nothing herein may be construed to limit the right of the District to consult with SEIU Local 1021, Part-Time/Hourly on any matter outside the scope of representation.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42

**ARTICLE 2**

**ORGANIZATIONAL SECURITY**

2.1 All present employees in the bargaining unit, or future employees in the bargaining unit, who are not already members of SEIU Local 1021 shall, within 30 days of the effective date of this Agreement, or within 45 days of their date of employment, become members of SEIU Local 1021, or in the alternative, shall, as a continuing condition of employment, pay to SEIU Local 1021 a service fee in an amount equal to the applicable monthly SEIU Local 1021 membership dues, assessments, and initiation fees uniformly required of employees of the District who are members of SEIU Local 1021. The payments hereunder shall be made by authorized payroll deductions.

2.2 The District, upon receiving a signed statement from SEIU Local 1021 indicating that an employee has failed to comply with the conditions of this Article, shall immediately notify said employee that his/her services shall be terminated at the end of 30 days from the date of such notification, and shall dismiss said employee accordingly.

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

2.4 The District shall deduct from the pay of each employee from whom it receives an authorization the required amount for the payment of SEIU Local 1021 dues or service fees and initiation fees. Check off authorization for SEIU Local 1021 dues which were executed prior to the execution of this Agreement shall remain in full force and effect. Checked off dues or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefor, shall be forwarded to SEIU Local 1021 no later than fifteen (15) days after such deductions were made.

2.5 If an employee does not have sufficient funds due him/her to provide for the payment of dues or service fees after all other authorized mandatory deductions or garnishments have been made, no such sum shall be deducted and SEIU Local 1021 shall assume the same responsibility in all cases where no deductions have been made because an employee's earnings are insufficient during any pay period to pay such dues or service fees.

2.6 SEIU Local 1021 agrees that in the event of litigation against the District or employees arising out of the implementation of this Article, SEIU Local 1021 will defend and indemnify and hold harmless the District, its agents, or employees for any monetary award arising out of such litigation.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

**ARTICLE 3**

**AFFIRMATIVE ACTION**

3.1 **Affirmative Action**

The District and SEIU Local 1021, Part-Time/Hourly agree that an effective affirmative action program is beneficial to the District as well as to the community. The parties agree and understand that the responsibility for an affirmative action plan rests with the employer. The employer agrees to comply with the applicable federal and state laws.

- A. A District Affirmative Action Committee shall be formed with SEIU Local 1021 member from each site to meet on release time with the Affirmative Action officer. The Union may appoint one member of hourly unit to the Affirmative Action Committee.

3.2 **No Discrimination**

The District shall not favor, release, remove or in any way discriminate on account of race, creed, religion, sex, sexual orientation, medical condition, national origin, political affiliation, disability, (including Acquired Immune Deficiency Syndrome (AIDS) or age. The employer agrees to comply with all applicable federal and state laws. 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.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

**ARTICLE 4**

**EMPLOYEE RIGHTS**

**4.1 Personnel Files**

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

- A. 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.
- B. An employee, upon reasonable notice to his/her supervisor, shall have the right without loss of pay to examine and/or obtain copies of any material from his/her personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved. The employee's personnel file shall be available for examination by the SEIU Local 1021 Field Representative as authorized by the employee. Employees covered by this agreement wishing to review their personnel file shall call the Personnel Office in advance and schedule an appointment to inspect their personnel files.
- C. All personnel files shall be kept confidential and shall be available for inspection by other employees of the District when actually necessary in the administration of the District's affairs.

4.2 Each new employee shall have access to the collective bargaining agreement through the District web site.

4.3 A copy of the Quarterly Personnel Report which includes a listing of part-time, hourly employees hired during the quarter shall be sent to the Local 1021 Peralta Chapter President.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

**ARTICLE 5**

**ORGANIZATIONAL RIGHTS**

5.1 The SEIU Local 1021 Field Representative shall have the right of access at reasonable times to areas in which employees work subject to authorization from the employee's first level manager.

5.2 SEIU Local 1021 shall have the right to use without charge institutional bulletin boards, mailboxes, and the use of the inter-district mail system subject to reasonable regulation; and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by SB 160.

5.3 **Support of Agreement**

During the term of this Agreement, the District agrees not to negotiate with any other organization on the matters upon which SEIU Local 1021 is the exclusive representative and which is within its scope of representation. SEIU Local 1021 agrees to negotiate only with the representative officially designated by the District to act on its behalf.

5.4 **Distribution of Contract**

Within thirty days after ratification of this Agreement by the Board of Trustees, the District shall place the Agreement on the District web site.

5.5 **Legal Unrestricted and Nonconfidential Information**

The Vice Chancellor of Administrative Services will provide, upon reasonable request, to SEIU Local 1021 legal, unrestricted, and nonconfidential information. Such data and/or information will be made available in a format that does not require research and/or analytical manipulation; excluded will be all confidential information or material as defined by applicable law.





1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

ARTICLE 7

DEFINITIONS

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

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

7.3 "Day" is any day on which the Peralta Community College District administration office is regularly open for business.

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

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

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

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

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

7.9 "Industrial accident or illness" is an injury or illness arising out of or in the course of employment with the District.

7.10 "Reallocation" is movement of an entire class from one (1) salary range or rate to another salary range or rate.

7.11 "Reclassification" is the upgrading of a position to a higher class as a result of changes in the duties being performed by the incumbent in such position.

7.12 "Salary schedule" is a series of wage and salary ranges and steps which comprise the rates of pay for all classes.

7.13 "School year and fiscal year" is July 1 through June 30.

7.14 "Short term/hourly employee" for the purpose of this Agreement, is a person hired for a specific temporary project which, when completed, shall no longer be required.

7.15 "Working hours" All regularly assigned hours in paid status shall be considered working hours.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39

**ARTICLE 8**

**HOURS AND OVERTIME**

**8.1 Workday/Workweek**

Each employee shall be assigned a fixed and regular work schedule which shall not be arbitrarily or capriciously changed.

**8.2 Lunch Periods**

The District shall provide hourly employees who work an 8-hour work day 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.

**8.3 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.

**8.4 Overtime compensation shall be as follows:**

A. All work in excess of forty (40) hours in any workweek 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.

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 when required to work on a holiday.

**8.5 Shift Differential**

Effective (Date of Agreement) 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%).

1           A. An employee who receives a shift differential premium on the basis of his/her  
2 shift shall suffer no reduction in pay, including differential, when assigned temporarily to  
3 a day shift for 20 working days or less.  
4

5           B. Any employee receiving a shift differential premium shall be paid at the  
6 appropriate rate, and all overtime shall be paid based on a regular rate which excludes the  
7 shift differential premium.  
8

9           C. Employees who work four (4) or more hours after 4:00 p.m. are designated as  
10 swing shift employees.  
11

12           D. Employees who work four (4) or more hours after 12:00 a.m. midnight are  
13 designated as graveyard shift employees.  
14

15   8.6   Registration Assignments

16 Except for emergency situations, only Admissions and Records staff members shall be  
17 required to work registration.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40

**ARTICLE 9**

**PAY AND ALLOWANCE**

**9.1 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.

**9.2 Pay Rates**

Effective July 1, 1999, the salary rates will be increased by 2.26%. The District and Union shall reopen on wages each year of the contract on or before March 1.

**9.3 Special Payments**

**A. 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.

**B. 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.

C. 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.

D. The following method will be used for reimbursement:

1.) The employee and the District will attempt to agree on the method of payment.

2.) If agreement on method of repayment is not reached, the following shall be used:

a) If overpayment has been made in one check, the repayment shall be made in three (3) equal payments.

b) 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.

c) When an overpayment has occurred and repayment has been made, the District shall, upon request, supply the employee with documentation.

1  
2 **9.5 Mileage**

3 Effective the date this agreement is signed, and employee authorized to use his/her  
4 vehicle on District business shall be reimbursed at the rate of thirty-one (\$0.31) cents per  
5 mile for all miles driven on behalf of the District. The mileage computation shall include  
6 mileage necessary to return to the employee's normal job site after the completion of  
7 District assigned business. This section may be reopened by either party between May 1  
8 and June 1 of each year of the Agreement.  
9

10 **9.6 Working Out of Classification**

11 All employees will be assigned within their classification. If an employee is assigned to  
12 work out of classification, his/her first-level manager shall, prior to the assumption of  
13 such duties, put such assignment in writing and shall indicate the reasons, length and  
14 duties of the assignment.  
15

16 A. No employee shall be assigned the duties of a classification other than his/her  
17 regularly assigned classification for more than 90 working days in any twelve (12) month  
18 period.  
19

20 B. If assigned duties on a full-time basis which constitute a higher classification,  
21 the employee will be placed on the appropriate range for that classification for the entire  
22 period he/she is required to work in the higher classification. If assigned duties on a full-  
23 time basis is a lateral classification which are unrelated to the employee's regular  
24 classification for a period of five (5) days or more, the employee is entitled to out-of-class  
25 pay for the entire period of the out-of-class assignment.  
26

27 1.) An employee assigned to work as described in 10.7.2 shall receive  
28 five percent (5 %) above his/her regular rate of pay or the top step in the  
29 appropriate pay range for the assignment if a five percent (5 %) increase would  
30 exceed the top step.  
31

32 2.) An employee assigned to work the duties of a lower classification  
33 under this Article 10.7 shall not suffer a reduction in salary. An employee subject  
34 to such reassignment shall not be eligible to receive out -of-class pay.  
35

36 **9.7 Multi-Lingual Pay**

37 Hourly employees represented by Local 1021 who are required either by their job  
38 description or in writing by their first level manager to utilize a second language,  
39 including Braille or sign language, shall be eligible for premium pay of thirty-five cents  
40 (\$0.35) per hour if the employee utilizes the required skills a minimum of 20 percent  
41 (20%) of the employee's working time. This provision does not apply to persons  
42 employed as interpreters or instructional assistant/ASL.

1  
2  
3  
4  
5  
6  
7

**ARTICLE 10**

**HEALTH AND WELFARE BENEFITS**

10.1 **Health and Welfare Benefits**

The Union and District agree to form a committee that will allow employees to explore the options of purchasing health and welfare benefits.





1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18

ARTICLE 12

WORKING CONDITIONS

12.1 **Employer/Employee Relations Committee**

The District and SEIU Local 1021 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 1021 and the District. When an issue involves this hourly employee's unit, one of the three SEIU Local 1021 Committee Members may be an hourly employee's unit member. 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.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45

**ARTICLE 13**

**SAFETY**

**13.1 District Compliance**

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

A. No employee shall be forced to do work which violates Cal-OSHA or Labor Code Standards.

B. The District must provide a safe and healthful work-place. The District is required to do the following:

1.) Provide and promote the use of safety devices and safeguards to reasonably assure employees health and safety.

2.) Use methods and processes which are reasonably adequate to insure employees health and safety.

3.) Inform employees about harmful substances in the work-place.

**13.2 Health and Safety Committee**

A District Health and Safety Committee shall be formed with a Local 1021 member from each site to review health, safety, sanitation and working conditions. Safety violations and recommendations shall be forwarded to the District Risk Manager within seven (7) days.

A. The SEIU Local 1021 members shall be appointed by the President of the Peralta Chapter of SEIU Local 1021.

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

C. The Safety Committee shall have authority and obligation to inspect work locations and equipment in regard to safety and health considerations. The safety inspection team shall consist of the committee chair and two (2) members of the Safety Committee to be chosen by the committee. The inspection team may have written recommendations for safety and health improvements and the department involved shall give a written response as to corrective measures within fifteen (15) working days or sooner. The committee chair and the Safety Committee shall determine when a situation requires immediate response. The Safety Committee shall have the authority to investigate and report on all materials which may be hazardous that are currently being used by District employees.

1 13.3 **Released Time**

2 The members of the Committee shall be allowed reasonable release time to attend  
3 Committee meetings.  
4

5 13.4 **No Discrimination**

6 No employee shall be in any way discriminated against as a result of reporting any work  
7 condition believed to be unsafe.  
8

9 13.5 **Safety Precautions**

10 Each bargaining unit employee shall observe normally acceptable safety precautions in  
11 the performance of his/her assigned duties.  
12

13 13.6 **VDT (CRT) Safety and Health**

14  
15 A. **Rest Breaks**

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

21 B. **Pregnancy Job Transfer**

22 Operators who become pregnant may request a transfer from VDT (CRT)  
23 operation within two (2) days after verification of pregnancy by the employees'  
24 physician. Transfer request will be to another position with the District. These  
25 requests will be a matter for discussion between the Local 1021 Business  
26 Representative and the Director of Employee Relations.  
27

28 C. **Inspection of Machines**

29 The District agrees to inspect each machine in use on a regular basis and  
30 to maintain all equipment in proper repair and working order.  
31

32 13.7 **Duplicating Machines and Autoclave Ventilation**

33 All duplicating machines and autoclave locations shall have adequate air ventilation  
34 including either:  
35

36 A. Direct window access to outside or,  
37

38 B. A functioning air ventilation system.  
39

40 13.8 **Heating, Ventilation and Air Conditioning**

41 The District will maintain building heating, lighting, ventilation and air conditioning  
42 systems in proper working order.

1 14.4 Level II

2  
3 A. In the event the grievant is not satisfied with the decision at Level I, the  
4 grievant may appeal the decision in writing to the College President or his/her designee  
5 and at the District Office to the Vice Chancellor or his/her designee within five (5) days  
6 after the termination of Level I.

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

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

16  
17 14.5 Level III

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

23  
24 B. Within ten (10) days after delivery of the appeal, the Director of Employee  
25 Relations, acting for the Chancellor, shall communicate his/her decision in writing,  
26 together with supporting reasons, to the grievant.

27  
28 14.6 Level IV

29  
30 A. If the grievance is not resolved at Level III, SEIU Local 1021 may, within  
31 ten (10) working days, submit the grievance to binding arbitration.

32  
33 B. The arbitrator may hear testimony, receive written briefs, interview  
34 witnesses, and conduct any investigation he/she deems appropriate, and shall render an  
35 award to the Director of Employee Relations within 30 days. The Director of Employee  
36 Relations shall forward the award to the Board of Trustees at its next regular meeting.  
37 The Board of Trustees shall adopt the arbitrator's award.

38  
39 C. The cost of the arbitrator's recommendation shall be borne equally by the  
40 District and SEIU Local 1021.

41  
42 14.7 Failure to Meet Time Limits

43 If a grievance is not processed by the grievant in accordance with the time limits set forth  
44 in this Article, it shall be considered settled on the basis of the decision last made by the  
45 District. If the District fails to respond to the grievance within the time limits at any level,

1 the grievant may proceed to the next level. This grievance procedure must be invoked  
2 within ninety (90) calendar days of the time the alleged grievance could reasonably have  
3 become known to the member or Union Representative.  
4

5 **14.8 SEIU Local 1021 Representation**

6 The grievant shall be entitled, upon request, to representation by SEIU Local 1021 at all  
7 levels. In situations where SEIU Local 1021 has not been requested to represent the  
8 grievant, the District will not agree to a final resolution of the grievance until SEIU Local  
9 1021 has received a copy of the grievance and the proposed resolution and has been  
10 given the opportunity to respond and state its view on the matter. SEIU Local 1021 will  
11 be given fifteen (15) days in which to respond.  
12

13 **14.9 Extension of Time**

14 If both parties agree, the time limits may be waived for a specific period of time at any  
15 step in this procedure.  
16

17 **14.10 Witness and Grievant Released Time**

18 The grievant may call witnesses for scheduled hearings. Employees covered by this  
19 Agreement, when released by their first level manager, may meet with a union  
20 representative or give testimony in connection with the grievance procedure during  
21 working hours. The employee shall suffer no loss of pay. If the grievant's grievance  
22 preparation or hearing is scheduled during working hours, the grievant shall suffer no loss  
23 of pay in order to present his/her grievance.  
24

25 **14.11 Advance Level Filing**

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31

**ARTICLE 15**

**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

15.1 SEIU Local 1021 recognizes and agrees that the Board retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of California and of the United States, limited only by articles of this Agreement.

15.2 SEIU Local 1021 recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board; the adoption of policies, rules regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance to the Constitution and laws of the State of California and of the United States.

15.3 SEIU Local 1021 recognizes and agrees that the District's powers, rights, authority, duties, and responsibilities include the exclusive right to manage, plan, organize, staff, direct, and control; to decrease and increase the work-force; to establish and change standards; to determine solely the extent to which the facilities of any department thereof shall be operated, and the outside purchase of products, or services of a temporary duration, the right to introduce new or improved methods and facilities; and to otherwise take any action desired to run the entire operation efficiently except as modified by this Agreement.

15.4 SEIU Local 1021 recognizes and agrees that the District retains its right to amend, modify, or suspend policies and practices referred to in this Agreement in cases of a natural or manmade disaster, or other dire interruption of the District's programs. When an emergency is declared, the District shall immediately notify and consult with SEIU Local 1021.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

**ARTICLE 16**

**CONCERTED ACTIVITIES/NO LOCKOUT**

16.1 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 1021 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.

16.2 SEIU Local 1021 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 1021, SEIU Local 1021 agrees in good faith to take necessary steps to cause those employees to cease such action.

16.3 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.

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13

**ARTICLE 17**

**SEVERABILITY**

17.1 **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.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

**ARTICLE 18**

**SEXUAL HARASSMENT**

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

18.2 Sexual harassment occurs when an unwelcome sexual advance, request for sexual favors, and other verbal or physical conduct of a sexual nature:

A. Is made, either explicitly or implicitly, a term or condition of an individual's educational or employment status;

B. Is used as a basis for educational or employment decisions affecting such individual; or

C. Has the purpose or effect of unreasonably interfering with an individual's educational or work performance, or creating an intimidating, hostile or offensive educational or working environment.

18.3 Individuals who feel they are subjected to sexual harassment can file a complaint with the Affirmative Action Office at the District's Administration Center. The Affirmative Action Officer shall investigate all complaints of sexual harassment and give a written response of the findings to complainant; and will recommend corrective action where warranted. Record of such complaints shall be kept separate from an individual's personnel file and will be treated in strict confidentiality.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

**ARTICLE 19**

**NEGOTIATIONS/DURATION**

**19.1 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.

**19.2 Released Time for Negotiations**

SEIU Local 1021 shall have the right to designate five (5) employees (Including the President and Chief Steward) who shall be given reasonable released time to participate in actual negotiations.

**19.3 Length of Agreement**

This agreement shall become effective July 1, 1999 and shall continue in effect until June 30, 2002, and shall automatically remain in effect until completion of a binding written agreement by the parties which shall supersede this Agreement.

**19.4 Reopeners**

Agreement effective July 1, 1999 to June 30, 2002 with reopeners limited to wages and one other item for each party for 1999-2000, 2000-2001, 2001-2002.

