



PERALTA COMMUNITY COLLEGE DISTRICT

**2015-2018 Successor Agreement
Between**

The Peralta Community College District

And

**INTERNATIONAL UNION OF OPERATING
ENGINEERS Local 39**

Hourly Employees

Berkeley City College

College of Alameda

Laney College

Merritt College

**LOCAL 39 HOURLY SUCCESSOR AGREEMENT
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ARTICLE 1 RECOGNITION

1.1 Acknowledgement:

The District recognizes the Union as the sole and exclusive representative of those employees in classifications of the Operating Engineers Bargaining Unit enumerated in the certification by the Public Employment Relations Board, dated October 19, 1977, Case Number SF-R-1, 2, 238, 239, 474.

This bargaining unit is comprised of part-time, hourly employees performing services in job classifications presently included in the Local 39 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 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 for hourly employees.

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 Local 39, Part-Time/Hourly on any matter outside the scope of representation.

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 Local 39 shall, within 30 days of the effective date of this Agreement, or within 30 days of their date of employment, become members of Local 39, or in the alternative, shall, as a continuing condition of employment, pay to Local 39 a service fee in an amount equal to the applicable monthly Local 39 membership dues, assessments, and initiation fees uniformly required of employees of the District who are members of Local 39. The payments hereunder shall be made by authorized payroll deductions.

2.2 The District, upon receiving a signed statement from Local 39 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 Local 39 dues or service fees and initiation fees. Check off authorization for Local 39 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 Local 39 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 Local 39 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 Local 39 agrees that in the event of litigation against the District or employees arising out of the implementation of this Article, Local 39 will defend and indemnify and hold harmless the District, its agents, or employees for any monetary award arising out of such litigation.

ARTICLE 3 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

3.1 Equal Employment Opportunity

The District and Local 39 Part-Time/Hourly agree that an effective equal employment opportunity program is beneficial to the District as well as to the community. The parties agree and understand that the responsibility for an equal employment opportunity plan rests with the employer. The employer agrees to comply with the applicable federal and state laws.

A District Affirmative Action Committee shall be formed with Local 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 Equal Employment Opportunity Committee.

3.2 No Discrimination

The District and the Union acknowledge their obligation to adhere to District Policy 3.04, Policies Prohibiting Discrimination and Discriminatory Harassment toward employees, as it may be amended from time to time to comport with changes in law, and to comply with all pertinent provisions of all federal and state non-discrimination laws regarding race, sex (including sexual harassment), religion, age, disability, marital status, sexual orientation, national origin, political affiliation or activity, participation in any labor or professional or political organization, family relationships to another employee, or the private and personal life of any employee. This Article is not subject to the grievance procedures.

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 Local 39 Field Representative as authorized by the employee. Employees covered by this agreement wishing to review their personnel file shall call the Office of Human Resources and Employee Relations 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 39 Business Representative.

During the term of this Agreement, the District agrees not to negotiate with any other organization on matters upon which Local 39 is the exclusive representative and which is within its scope of representation. Local 39 agrees to negotiate only with the representative officially designated by the District to act on its behalf.

ARTICLE 5 ORGANIZATIONAL RIGHTS

5.1 The Local 39 Business 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 Local 39 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 Local 39 is the exclusive representative and which is within its scope of representation. Local 39 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 Non-confidential Information

The Vice Chancellor of Human Resources and Employee Relations will provide, upon reasonable request, to Local 39 legal, unrestricted, and non-confidential 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.

ARTICLE 6 STEWARDS

- 6.1 The Union may select up to three (3) representatives from the Departments listed below for purposes of meeting and conferring in good faith or consulting with the District in matters within the scope of representation, provided that advance arrangements for time away from the work station or assignment are made with and approved by the appropriate department/division head or his/her designee.

Department Number of Employees

Custodial	5
Grounds	1
Engineering	1
Warehouse	1
Chief Steward	1

ARTICLE 7 DEFINITIONS

- 7.1 "Allocation" is the placement of a class on a specific salary range or rate or the assignment of a position to a class of positions.
- 7.2 "Anniversary date" is the date an employee is hired and the same date each succeeding year.
- 7.3 "Apprentice" is a trainee in a professional, technical, or skilled field.

- 7.4 **"Bargaining unit seniority"** is secured by hours in paid status in a class or classes included in the bargaining unit, excluding overtime hours.
- 7.5 **"Class"** is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- 7.6 **"Class description"** is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
- 7.7 **"Classification"** is the act of placing a position in a class.
- 7.8 **"Demotion"** is a change in assignment of an employee from a position in one class to a position in another class that is allocated to a lower maximum salary rate.
- 7.9 **"Differential"** is a salary allowance in addition to the basic rate or schedule.
- 7.10 **"Fiscal year"** is July 1 through June 30.
- 7.11 **"Health and Welfare benefits"** means any form of insurance or similar benefit programs, including, but not limited to medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, disability, and prepaid legal.
- 7.12 **"Hire date seniority"** is secured by hours in paid status from the first day in paid status (excluding overtime hours).
- 7.13 **"Incumbent"** is an employee appointed to a position and who is currently serving in or on leave from the position.
- 7.14 **"Industrial accident or illness"** is an injury or illness arising out of employment and in the course of employment with the District.
- 7.15 **"Minimum qualifications"** are qualifications mandated for the position and which must be possessed by a prospective employee before he/she can be considered for employment in a specific class.
- 7.16 **"Night Shift"** applies to swing and graveyard shifts defined as: Swing shift, employee is assigned to work four (4) or more straight time (non-overtime hours) after 4:00 PM. Graveyard shift - employee is assigned to work four (4) or more straight time (non-overtime) hours after 12 midnight.
- 7.17 **"Permanent status"** is a status attained after successful completion of a probationary period.
- 7.18 **"Re-employment"** is the return to duty of an employee who has been placed on a re-employment list.

- 7.19 **"Safety conditions of employment"** means any work-related condition affecting the health, safety, or welfare of the employee.
- 7.20 **"Salary rate"** is a specific amount of money paid for a specific period of service.
- 7.21 **"Salary schedule"** is a series of salary steps and ranges which comprise the rates of pay for all classes.
- 7.22 **"Salary step"** is one of the salary levels within the range of rates for a class.
- 7.23 **"Seniority in class"** is secured by regular assigned hours in paid status in a class excluding overtime hours.
- 7.24 **"Site"** for the purposes of this Agreement means:
- a. District Office Operations
 - b. College of Alameda
 - c. Laney College
 - d. Merritt College
 - e. Berkeley City College
- 7.25 **"Substitute Employee"** means any person employed to replace a bargaining unit employee who is temporarily absent from duty. A substitute employee is also a person hired to fill a vacant bargaining unit position for which recruitment has been formally announced. (Education Code Section 88003).
- 7.26 **"Working hours"** are all hours in paid status.
- 7.27 **"Call back"** results from a request or direction from the District to return to work due to an unanticipated event.
- 7.28 **"Grievance"** is any complaint of a member involving interpretation, application, or alleged violation of this Agreement. It is the intent of the parties to review and resolve grievances at the lowest possible administrative level.
- 7.29 A **"grievant"** may be any member of the bargaining unit covered by the terms of this Agreement.
- 7.30 A **"day"** (for the purpose of this grievance policy) is any day on which the District Office of the Peralta Community College District is open for business.
- 7.31 The **"immediate supervisor"** is the first level management employee having immediate jurisdiction over the grievant--not within the same bargaining unit as the grievant or having jurisdiction over the action being grieved. No SEIU or PFT member shall supervise unit personnel.

- 7.32 The “**seniority**” date for a site or a site shift is determined by district-wide seniority in the class.

ARTICLE 8 HOURS AND OVERTIME

- 8.1 **Workweek/day:** For full-time employees the workweek will be 40 hours within any seven (7) day period and the workday eight (8) hours within any twenty-four (24) hour period. With advance written approval by the Vice Chancellor for Human Resources and Employee Relations or his/her designee, flexible schedules may be adopted by mutual agreement between the employees and management in a given work area for the entire work group, provided that management may restore the prior status quo at any time upon reasonable notice not to exceed 30 days to the employee(s) affected; provided further that in the event of an emergency the status quo may be restored immediately.
- 8.2 **Overtime:** The District agrees to compensate employees at the rate of one and one-half (1 1/2) times the employee's regular rate for each hour of work required in excess of the eight (8) hour workday or 40 hour workweek. Employees shall be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay for work assigned on the sixth and seventh workday. For work on a holiday, employees shall be compensated at two and one-half (2-1/2) times the regular rate of pay. For employees assigned shifts that begin before and end after 12:01 a.m., the holiday begins at the end of the shift. For example, if a shift begins at 10:30 p.m. and ends at 7:00 a.m., on a holiday, the holiday for employees assigned this shift begins at the end of the shift. If an employee on this shift is assigned to work beyond the end of the shift (beyond 7:00 a.m.), on a holiday, the employee would be entitled to holiday overtime pay for all hours worked on the holiday after 7:00 a.m.
- 8.3 **Overtime Compensation:** Overtime shall be in pay or compensatory time at the employee's option. When an employee opts for compensatory time off, it must be granted within twelve (12) calendar months following the month in which the overtime was worked without impairing the services required of 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, by check, for all such time at the appropriate overtime rate based on the employee's current rate of pay.
- 8.4 **Overtime Distribution:** The first level manager shall authorize overtime based on knowledge and skills from the site shift seniority classification list. The first level manager shall authorize overtime as needed from the site shift seniority classification list on a rotating basis. The assigned employee may not refuse overtime without the approval of the first level manager.
- 8.5 **Scheduled Overtime**
Overtime pre-scheduled to occur on a non-regular work day or work shift shall be a minimum of two (2) hours.

- 8.6 **Lunch Periods:** The District will provide all bargaining unit members with an uninterrupted lunch period of not less than one-half (1/2) hour.
- 8.7 **Rest Periods:** The District will 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 and supervision of the District during rest periods.
- 8.8 **Annual Shift Alignment:** During the month of May of each year, each college and the District shall post its staffing requirement for each shift, each classification, and each site for the succeeding academic year. Only employees at the site shall be allowed to bid their shift preference based on the established shifts. For the purpose of this paragraph only, shift preference bids shall be awarded in accordance with classification site seniority. As used in this paragraph, "shift" includes hours and work week. Notification of the outcome of the shift bidding process shall be made available to all affected employees during the month of June.
- 8.9 **Vacant Shift Changes:** When the District posts notice of a vacancy at any district site, employees at that college who occupy the same classification on other shifts may bid to change to that shift using a transfer request form. Classification site seniority shall apply. If no employees at the site bid to change to that shift, after District-wide posting, employees at other sites who filed a transfer request form will be considered based on district-wide seniority. After this special bid process is completed, newly hired employees will be assigned to the shift in which the resulting vacancy occurred.
- 8.10 If an event occurs which the District could not have planned for, necessitating a shift schedule change, the District and Union will meet to discuss alternatives and endeavor in good faith to resolve the problem. If the parties are unable to reach agreement, the provisions of the existing Agreement shall govern. Before the meeting, the District will give the Union information regarding the nature and duration of the event.
- 8.11 **At Home Contact:** When it becomes necessary for an on-duty member or manager to contact an off-duty employee relative to or in conjunction with the continuation of a program or service, an employee or manager may contact an off-duty member for the purpose of requesting information or direction and such off-duty member will be compensated for one (1) hour of compensatory time or overtime. An off-duty member who is contacted between the following hours, or while on vacation, based on regular shift assignments, will be compensated for two (2) hours of compensatory time or overtime.

Shift Contact between

Day 10:00 PM and 7:00 AM

Swing 1:00 AM and 9:00 AM

Grave Yard 9:00 AM and 5:00 PM

The contacted member will fill out a Classified Time Sheet requesting payment as overtime or compensatory time.

8.12 Continuation of a work shift/Early Start

No minimum hours guarantee exists for continuation of work shift or an early start.

8.13 Minimum Call Back

An employee required to return to the work site outside of his normal working hours due to an unanticipated event 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.

8.14 Vacancies

Full-time vacancies shall be filled subject to the following provisions:

Before the District considers utilizing an external applicant pool for custodial vacancies, a position announcement will first be advertised internally throughout the District to provide an opportunity for current permanent and hourly custodians to apply. The position announcement will be advertised for a period of five (5) working days. Hourly custodian applicants shall complete the required job application prior to the deadline date indicated on the job announcement.

All internal applicants determined by Human Resources to have met the minimum qualifications as stated in the job announcement shall be granted an interview with the Hiring Manager prior to consideration of external applicants. If no internal applicant is deemed qualified by the Hiring Manager for the vacant position, the District shall utilize an external applicant pool.

A current permanent custodian applicant shall be given consideration over an hourly custodian applicant. The Hiring Manager's decision shall not be subject to the grievance procedure.

ARTICLE 9 PAY AND ALLOWANCES

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.

An employee shall be moved to the next salary step of the salary range after completion of two thousand and eighty (2,080) hours of service within three (3) years of initial date of employment. Regular increments, or step advancements, are provided to employees after completion of each successive fifteen hundred and sixty (1,560) hours of service until step 5 is reached.

This language regarding salary step is effective on the date the parties reached a signed agreement and there is no retroactive pay involved for any employee.

Those current employees who have, as of the date of this agreement, completed the 2,080 hours will be eligible to move to the next step on the salary schedule.

Those current employees who have not completed the 2,080 hours will become eligible to move a step on the salary schedule effective the date they reach the 2,080 hours.

9.2 Pay Rates

“Me Too” Clause

If during the duration of this agreement, the District agrees to provide a higher salary increase to another employee group, upon finalization of such an agreement, the District shall provide members of IUOE Local 39 the same salary increase paid to other employee groups.

The District and IUOE Local 39 shall meet to discuss any additional funding received by the District.

Fiscal Year 2017-2018

Effective July 1, 2017, the District shall provide a 1.5% (one and one-half percent) for IUOE Local 39 short-term (hourly) employees, and only for current employees employed with the District on or after July 1, 2017.

This one time increase will be ongoing on the Salary Schedule, if and only if, the District generated 20,000 Resident, For-Credit FTES in the fiscal year 2017-2018, as reported on the Attendance Reports submitted to the State Chancellor's Office.

In the event the minimum FTES increase is below 20,000 Resident FTES, the 1.5% increase in the 2017-2018 Salary Schedule will sunset at 11:59 p.m. on June 30, 2018.

Fiscal Year 2016-2017

The District will provide IUOE Local 39 the equivalent of a 2% (two percent) across-the-board, ongoing on the schedule, base salary increase effective January 1, 2017, on the short-term (hourly) employees' Salary Schedule for fiscal year 2016-2017 for current IUOE Local 39 short-term (hourly) employees, employed on or after January 1, 2017.

Fiscal Year 2015-2016

The District will provide IUOE Local 39 the equivalent of a 3% across-the-board salary increase, effective July 1, 2015, on the permanent employees' Salary Schedule for fiscal year 2015-2016 only for employees who were employed with the District on or after July 1, 2015.

Fiscal Year 2013-2014

- A. The District will provide Local 39 the equivalent of a 3% across-the-board salary increase effective July 1, 2013, on the short-term (hourly) employees' Salary Schedule for fiscal year 2013-2014 only for employees employed with the District on or July 1, 2013.
- B. In addition, effective July 1, 2013, for fiscal year 2013-2014, the District will provide Local 39 the equivalent of a 1% one-time only off the salary schedule salary increase only for short-term (hourly) employees employed with the District on July 1, 2013.

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.

9.7 Multi-Lingual Pay

Hourly employees represented by Local 39 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 per hour 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.

9.8 Stand by Pay

An hourly employee who is required by a directive from a first level manager to remain available for duty (and is thereby placed on standby) and is restricted from travel to any area or location which would preclude his/her return to duty within one (1) hour, and is required to maintain their availability continuously by telephone (cellular or conventional), radio, or pager at all times during such stand by period, shall be compensated four (4) hours at the straight time stand-by compensation for every twelve (12) hour period. The four (4) hour straight time stand-by compensation may be broken if canceled prior to six (6) hours by payment of two (2) hours straight time minimum stand-by pay.

ARTICLE 10 DISTRICT DRIVING POLICY

10.1 Persons driving District vehicles shall possess and maintain the appropriate valid California driver's license at all times. Every twelve (12) month period, the District may conduct a Department of Motor Vehicle (DMV) check on employees who drive District vehicles except in the event of an at-fault accident, the District may conduct an immediate DMV check. In the event the DMV check determines that the employee is a negligent driver, the District may take the following action:

- a. The District will place the employee in a non-driving position within his/her classification, if such position is available.
- b. The District will place the employee in a non-driving position in another classification covered under the provisions of this Agreement, if such a position is available.

- c. The employee, if appropriate, may drive his/her own vehicle provided he/she is able to meet the then existing District primary liability insurance limits for bodily injury and property damage coverage.
- d. If there are no positions available as described above, the employee will be placed on a non-paid leave of absence until DMV no longer considers the employee as a negligent driver. The list of the DMV violation point assignment is available through the District's Risk Management Department.

ARTICLE 11 EMPLOYEE EXPENSES AND MATERIALS

11.1 Medical Examination

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

11.2 Mileage

Effective the date this agreement is signed, any hourly employee authorized to use his/her vehicle on District business shall be reimbursed at the rate established by District/Finance at the time the mileage is used 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. This section may be reopened by either party between May 1 and June 1 of each year of the agreement.

ARTICLE 12 WORKING CONDITIONS

12.1 Employer/Employee Relations Committee

The District and Local 39 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 Local 39 and the District. When an issue involves an hourly employee's unit, one of the three Local 39 Committee Members may be an hourly employee. 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 non-agreement to the meeting. Meetings shall be held at times agreeable to both parties within five (5) working days.

ARTICLE 13 SAFETY

13.1 District Compliance

The District shall conform to and comply with all applicable health, safety, and sanitation guidelines.

The District is required to do the following:

1. Provide and promote the use of safety devices and safeguards to reasonably assure employee health and safety.
2. Use methods and processes which are reasonably adequate to insure employee health and safety.
3. Inform employees about harmful substances in the workplace.

13.2 Safety Committee

A District Safety Committee shall be formed with a Local 39 member from each site to review health, safety, sanitation, and working conditions to ensure compliance with applicable statutes and regulations. The Committee shall make recommendations to the District appointed administrator who shall chair the Safety Committee meetings. The member shall be appointed by the Business Representative.

13.3 Release Time

The members of the Committee shall be allowed reasonable release time to attend Safety Committee meetings.

13.4 No Discrimination

No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of applicable health and safety regulations.

13.5 Safety Precautions

Each bargaining unit member shall observe normally acceptable precautions in the performance of his/her assigned duties. Custodians shall not use a ladder in excess of ten feet in height.

ARTICLE 14 GRIEVANCE PROCEDURES

14.1 Purpose

To provide an orderly procedure for reviewing and resolving grievances promptly

Section 1 - Definitions

- a. **"Grievance"** is any complaint of a member involving interpretation, application, or alleged violation of this Agreement. It is the intent of the parties to review and resolve grievances at the lowest possible administrative level.
- b. A **"grievant"** may be any member of the bargaining unit covered by the terms of this Agreement.

- c. A **"day"** (for the purpose of this grievance policy) is any day on which the District Office of the Peralta Community College District is open for business.
- d. The **"immediate supervisor"** is the first level management employee having immediate jurisdiction over the grievant--not within the same bargaining unit as the grievant or having jurisdiction over the action being grieved.

14.3 Section 2 - Time Limits

The bargaining unit members who fail to comply with the established time limits at any step will forfeit all rights to the further application of the grievance procedure for the alleged violation of this Agreement. If the District fails to comply with time limits, the grievant may advance grievance to the next level.

14.4 Section 3 - Other Provisions

- a. **"Application"** - Grievance, as defined in this Agreement, shall be brought only through this procedure.
- b. **"Grievance Processing Limits"** - The grievance procedure must be invoked within 30 days of the time the grievance or alleged grievance could reasonably have become known to the member.

14.5 Section 4 - Informal Discussion - Oral

Prior to a member initiating this grievance procedure, an informal discussion shall take place between the member and his/her immediate supervisor. The member may be represented by the Union.

14.6 Level I

- a. If the grievance is not resolved by informal discussion, it shall be stated in writing on the **"Grievance Report"** form as provided by the District, signed by the grievant and presented to his/her immediate supervisor, with a copy sent to the Union and the Vice Chancellor for Human Resources and Employee Relations or his/her designee.
- b. The **"Grievance Report"** form must be complete, including, but not limited to full employee name, all facts giving rise to the grievance, the date of occurrence, the date of informal discussion, and shall state and identify by appropriate reference all provisions and sections of this Agreement alleged to be violated; shall state the contention of the employee with respect to these provisions; and shall indicate the specific relief, action, or remedy requested.

- c. 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 for Human Resources and Employee Relations or his/her designee 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.

14.7 Level II

- a. 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 Vice Chancellor for General Services within five (5) days after the termination of Level I.
- b. This statement shall include a copy of the original grievance, a written copy of the decision rendered by his/her supervisor (attached), and a clear, concise statement of the reasons for the appeal. The grievant or the Vice Chancellor for Human Resources and Employee Relations or his/her designee shall be entitled to a personal conference on request.
- c. The Vice Chancellor for Human Resources and Employee Relations shall communicate a decision within fifteen (15) days after receiving the appeal and such a decision shall terminate Level II.
- d. By mutual consent of the Union and the Vice Chancellor of Human Resources and Employee Relations or her/his designee, Level II may be bypassed, and the grievance moves to Level III.

14.8 Level III

- a. If the grievant is not satisfied with the results of his/her grievance at Level II, he/she may continue to Level III. The grievant shall fill out and file Level III of the Grievance Form with the Chancellor or his/her designee within ten (10) days of the written response to Level II from the Vice Chancellor for Human Resources and Employee Relations.
- b. The Chancellor or his/her designee shall provide his/her response in writing to the grievant, the Union, and the Vice Chancellor for Human Resources and Employee Relations within ten (10) days.

14.9 Level IV

- a. If the grievance is not resolved at Level III, only the Union may, within ten (10) days, submit the grievance to binding arbitration.

- b. The selection of an arbitrator to hear a grievance shall be in accordance with Article 8.6 of this Agreement.

The arbitrator may hear testimony, receive written briefs, interview witnesses, and conduct any investigation he/she deems appropriate, and shall render an award to the Chancellor or his/her designee within thirty (30) days.

The Chancellor shall forward the award to the Board of Trustees at its next regular meeting. The Board of Trustees shall adopt the arbitrator's award.

The cost of the arbitrator's recommendation shall be borne equally by the District and the Union. Any transcription of the hearing proceedings shall be paid by the party making such a request. The party requesting cancellation of a scheduled hearing shall bear the full cost imposed by the arbitrator.

14.10 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.

ARTICLE 15 MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 15.1 Local 39 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 Local 39 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 Local 39 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 Local 39 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 Local 39.

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 Local 39 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 Local 39 and its Peralta Colleges Chapter recognize 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 Local 39, Local 39 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.

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.

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

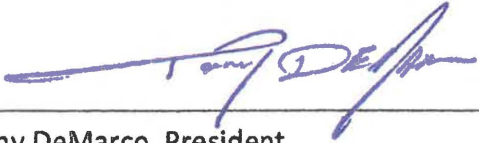
or cartoons), explicit sexual gestures and rumors designed to cause the individual emotional distress or place the individual in a bad light.

- 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 Office of Employee Relations at the District's Administration Center. The Vice Chancellor of Human Resources and Employee Relations 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.

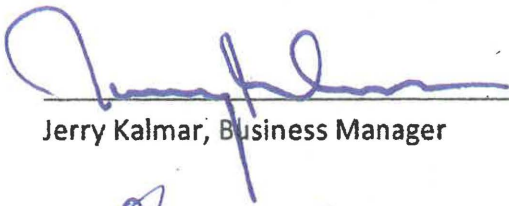
ARTICLE 19 NEGOTIATIONS/DURATION

- 19.1 This contract renewal shall be effective as of July 1, 2015 and shall continue in full force and in effect until June 30, 2018, and become amendable thereafter.
- 19.2 The terms and conditions of this Agreement will remain in full force and effect during negotiations of the subsequent Agreement. The District and Local 39 mutually agree to commit to participate in Interest Based Bargaining in successor agreement negotiations.

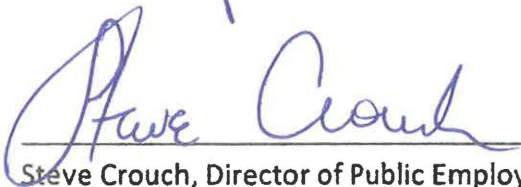
FOR IUOE LOCAL 39:



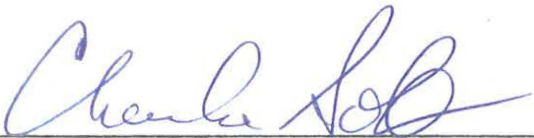
Tony DeMarco, President



Jerry Kalmar, Business Manager



Steve Crouch, Director of Public Employees



Charlie Solt, District Representative



Jess Rallojay, Business Representative

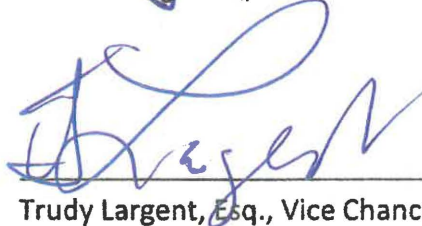


William Highsmith, Chief Steward

**FOR PERALTA COMMUNITY
COLLEGE DISTRICT:**



Jowel C. Laguerre, Chancellor



Trudy Largent, Esq., Vice Chancellor
For Human Resources & Employee Relations

APPENDIX 1: IUOE LOCAL 39 HOURLY SALARY RANGES

PERALTA COMMUNITY COLLEGE DISTRICT
IUOE LOCAL 39
HOURLY SALARY RANGES
Effective 7-1-2017

Classification Titles	Range	Step A (1)	B (2)	C (3)	D (4)	E (5)
Asst. Warehouse Supervisor (B)*	43	\$19.67	\$20.66	\$21.69	\$22.77	\$23.96
Warehouse Supervisor (B)*	50	\$23.40	\$24.44	\$25.75	\$26.98	\$28.29
Warehouse Worker-Driver (B)*	39	\$17.85	\$18.74	\$19.67	\$20.66	\$21.69
Asst. Chief Stationary Engineer	57	\$27.62	\$28.98	\$30.43	\$31.88	\$33.49
Asst. Grounds Supervisor	45	\$20.66	\$21.69	\$22.77	\$23.96	\$25.13
Asst. Warehouse Supervisor (A)	42	\$19.22	\$20.19	\$21.22	\$22.25	\$23.40
Athletic Trainer - Equipment Manager	45	\$20.66	\$21.69	\$22.77	\$23.96	\$25.13
Cashier	25	\$13.45	\$13.45	\$14.02	\$14.69	\$15.48
Chief Stationary Engineer	63	\$31.88	\$33.49	\$35.11	\$36.83	\$38.58
Custodian	32	\$15.08	\$15.84	\$16.60	\$17.47	\$18.32
Food Service Supervisor	39	\$17.85	\$18.74	\$19.67	\$20.66	\$21.69
Food Service Worker	19	\$13.45	\$13.45	\$13.45	\$13.45	\$13.45
Grounds Supervisor	50	\$23.40	\$24.44	\$25.75	\$26.98	\$28.29
Groundswoker-Gardener	36	\$16.60	\$17.47	\$18.32	\$19.22	\$20.19
Head Custodian	44	\$20.19	\$21.22	\$22.25	\$23.40	\$24.51
Laundry Service Worker	19	\$13.45	\$13.45	\$13.45	\$13.45	\$13.45
Lead Custodian (A)	40	\$18.32	\$19.22	\$20.19	\$21.22	\$22.25
Lead Custodian (B)	38	\$17.47	\$18.32	\$19.22	\$20.19	\$21.22
Lead Groundswoker-Gardener	40	\$18.32	\$19.22	\$20.19	\$21.22	\$22.25
Physical Education Attendant	29	\$14.02	\$14.69	\$15.48	\$16.23	\$17.02
Senior Athletic Trainer Equipment Manager	48	\$22.24	\$23.39	\$24.50	\$25.74	\$26.96
Senior Storesworker	38	\$17.47	\$18.32	\$19.22	\$20.19	\$21.22
Stationary Engineer	54	\$25.75	\$26.98	\$28.29	\$29.69	\$31.14
Storesworker II	34	\$15.84	\$16.60	\$17.47	\$18.32	\$19.22
Toolroom Keeper I/**	29	\$14.02	\$14.69	\$15.48	\$16.23	\$17.02
Toolroom Keeper II/**	31	\$14.69	\$15.48	\$16.23	\$17.02	\$17.85
Utility Engineer	40	\$18.32	\$19.22	\$20.19	\$21.22	\$22.25
Warehouse Supervisor (A)	49	\$22.77	\$23.96	\$25.13	\$26.30	\$27.62
Warehouse Worker-Driver (A)	38	\$17.47	\$18.32	\$19.22	\$20.19	\$21.22

* Requires Class A or B California Commercial Drivers License

** Multi-position classification, which is a group of positions that are comparable in level, kind of work, responsibility and effort that can be allocated to the same class, but may differ from one another in the specific skill(s) based on the fields

APPENDIX 2: TENTATIVE AGREEMENTS

**PERALTA COMMUNITY COLLEGE DISTRICT &
THE INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE) LOCAL 39**

Tentative Agreement Regarding the 2017 4/10 Summer Work Schedule

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

Article 12 Hours of Work for Regular Employees & Article 8 Hours and Overtime for Hourly Employees

4/10 Summer Work Schedule 2017

During the summer of 2017, the Union agrees to work a 4/10 Summer Work Schedule for eight (8) weeks in duration for the following dates:

Start: Monday, June 5, 2017 (last day of the Spring semester is May 26, 2017)

End: Friday, July 28, 2017 (last 4/10 day). Employees will return to a 5-day, 8-hour work day on Monday, July 31, 2017.

During the week of July 3rd – July 7th, Tuesday, July 4th is a holiday, in observance of the Independence Day. Employees who choose Options 1 or 2 on the Work Week Options will work three 10-hour days this week and will receive one 10-hour holiday for Tuesday, July 4th. Employees who choose Option 3 will work four 8-hour days and will receive one 8-hour holiday for Tuesday, July 4th.

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

1. The standard work day during this period will be for ten (10) hours, from 8:00 a.m. to 6:00 p.m., which includes 30 minutes for lunch. However, at the discretion of the first level manager, employees may choose one of the following time and work week options:

TIME OPTIONS:

- | | |
|-----------|---|
| Option 1: | 8:30 am – 6:30 pm (includes 30 minutes for lunch) |
| Option 2: | 8:00 am – 6:00 pm (includes 30 minutes for lunch) |
| Option 3: | 7:30 am – 5:30 pm (includes 30 minutes for lunch) |
| Option 4: | 7:00 am – 5:00 pm (includes 30 minutes for lunch) |
| Option 5: | 6:00 am – 4:00 pm (includes 30 minutes for lunch) |

WORK WEEK OPTIONS:

- | | |
|-----------|---|
| Option 1: | Monday through Thursday (10 hours each day, Friday off) |
| Option 2: | Tuesday through Friday (10 hours each day, Monday off) |
| Option 3: | Monday through Friday (8 hours per day) |

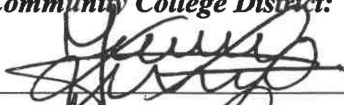
In the event that all employees of a particular site and the same classification request to have the same 4/10 schedule, i.e., all Monday or all Friday off, assignments will be based on site seniority.

2. By the end of the day on Tuesday, May 23, 2017, each employee must inform their first-level manager of the work week and time options they wish to take during this period. The Office of Human Resources will issue the form on which the employee will indicate their work schedule.

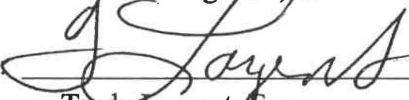
This schedule will indicate whether the employee is agreeing to work either an 8- or a 10-hour day for each day during the designated period of the 4/10 work schedule.

3. If an employee who normally works a swing shift or graveyard shift works a 10-hour day, their workday starts two (2) hours earlier so that the ending time of their shift does not change.
4. All employees who work more than ten (10) hours per day during the 4/10 Summer Work Schedule will be entitled to overtime pay.
5. All work in excess of ten (10) hours in any 24-hour period shall be paid at one and one-half (1 ½) times the regular rate for the first four (4) hours of such excess, and at two (2) times the regular rate for the balance of such excess.
6. The regular work schedule will return to a 5-day, 8-hour work day effective Monday, July 31, 2017.

For Peralta Community College District:


By: 
Jovet C. Laguerre, Chancellor

Date: 03-27-17

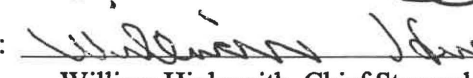
By: 
Trudy Largent, Esq.
Vice Chancellor for Human Resources & Employee Relations

Date: 3/24/17

For Local 39:

By: 
Jess Rallojay, Business Representative

Date: 3/24/17

By: 
William Highsmith, Chief Steward

Date: 3-27-17

Amended on March 24, 2017

**PERALTA COMMUNITY COLLEGE DISTRICT &
THE INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE) LOCAL 39**

Tentative Agreement Regarding Salary Increases

On November 30, 2016, the District and IUOE Local 39 reached an Agreement regarding salary increase for Fiscal Year 2016-2017, in which employees would receive a 1% across-the-board salary increase, effective July 1, 2016. This Agreement was ratified by Local 39 members on December 14, 2016, and the Board of Trustees on January 24, 2017.

After the parties ratified the Agreement, but before its implementation, the District offered all employee groups a 2% across-the-board salary increase for 2016-2017, effective January 1, 2017 and a 1.5% salary increase for 2017-2018, effective July 1, 2017. As a result, the District and Local 39 met in good faith to re-negotiate salary increases for Fiscal Years 2016-2017 and 2017-2018. This Tentative Agreement dated March 17, 2017 renders the prior Tentative Agreement, signed by the parties on November 30, 2016 regarding salary increases, null and void.

The parties reached a Tentative Agreement regarding salary increases as follows:

Fiscal Year 2016-2017

Article 26 Pay and Allowances (Regular Employees)

The District will provide IUOE Local 39 the equivalent of a 2% (two percent) across-the-board, ongoing on the schedule, base salary increase effective January 1, 2017, on the permanent employees' Salary Schedule for fiscal year 2016-2017 for current IUOE Local 39 employees.

Article 9 Pay and Allowance (Short-Term Hourly Employees)

The District will provide IUOE Local 39 the equivalent of a 2% (two percent) across-the-board, ongoing on the schedule, base salary increase effective January 1, 2017, on the short-term (hourly) employees' Salary Schedule for fiscal year 2016-2017 for IUOE Local 39 short-term (hourly) employees, employed on or after January 1, 2017.

Fiscal Year 2017-2018

Article 26 Pay and Allowances (Regular Employees)

Effective July 1, 2017, the District shall provide a 1.5% (one and one-half percent) for IUOE Local 39 permanent employees, and only for current employees employed with the District on or after July 1, 2017.

This one time increase will be ongoing on the Salary Schedule, if and only if, the District generated 20,000 Resident, For-Credit FTES in the fiscal year 2017-2018, as reported on the Attendance Reports submitted to the State Chancellor's Office.

In the event the minimum FTES increase is below 20,000 Resident FTES, the 1.5% increase in the 2017-2018 Salary Schedule will sunset at 11:59 p.m. on June 30, 2018.

Article 9 Pay and Allowance (Short-Term Hourly Employees)

Effective July 1, 2017, the District shall provide a 1.5% (one and one-half percent) for IUOE Local 39 short-term (hourly) employees, and only for current employees employed with the District on or after July 1, 2017.

This one time increase will be ongoing on the Salary Schedule, if and only if, the District generated 20,000 Resident, For-Credit FTES in the fiscal year 2017-2018, as reported on the Attendance Reports submitted to the State Chancellor's Office.

In the event the minimum FTES increase is below 20,000 Resident FTES, the 1.5% increase in the 2017-2018 Salary Schedule will sunset at 11:59 p.m. on June 30, 2018.

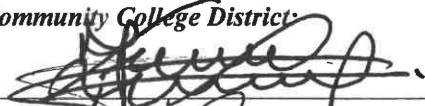
There will be no reopeners on salary for the fiscal years 2016-2017 and 2017-2018 initiated by the District or IUOE Local 39.

"Me Too" Clause


If during the duration of this agreement, fiscal years 2016-2017 and 2017-2018, the District agrees to provide a higher salary increase to another employee group, upon finalization of such an agreement, the District shall provide members of IUOE Local 39 the same salary increase provided to other employee groups.

The District and IUOE Local 39 shall meet to discuss any additional funding received by the District.

For Peralta Community College District:

By: 
Jowett Laguerre, Chancellor

Date: 03-17-2017


By: 
Trudy Largent, Esq.
Vice Chancellor for Human Resources & Employee Relations

Date: 3/17/17

For Local 39:

By: 
Jess Rallojay, Business Representative

Date: 3/17/17

By: 
William Highsmith, Chief Steward

Date: 3-17/17

**PERALTA COMMUNITY COLLEGE DISTRICT
District's Proposal to Local 39 for Negotiations
Re-openers for the 2015-2018 Successor Agreement**

Tentative Agreement

Article 24.1 Health and Welfare Benefits:

The District and Local 39 agree that during 2016-2017 and 2017-2018, the parties will continue to discuss Health Benefits with any negotiated changes to take effect July 1, 2018 with the 2018-2021 Successor Agreement.

Article 26 Pay and Allowances:

Permanent Employees

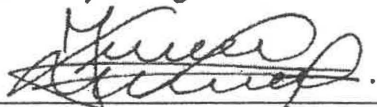
The District will provide Local 39 the equivalent of a 1 % across-the-board salary increase on the permanent employees' Salary Schedule for fiscal year 2016-2017, effective July 1, 2016, and only for current employees employed with the District on July 1, 2016.

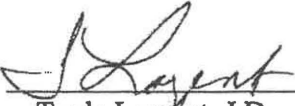
Short-Term (Hourly) Employees

The District will provide Local 39 the equivalent of a 1 % across-the-board salary increase on the short-term (hourly) employees' Salary Schedule for fiscal year 2016-2017 effective July 1, 2016, and only for current employees employed with the District on July 1, 2016.

The District and Local 39 agree that should the District receive additional funding from the State, the parties will meet and discuss its impact.

For Peralta Community College District:

By:  Date: 11-30-16
Jowel C. Laguerre, Chancellor

By:  Date: 11/30/16
Trudy Largent, J.D.
Vice Chancellor for Human Resources & Employee Relations

For Local 39:

By:  Date: 11/30/16
Richard Rutz, Business Representative

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

Tentative Agreement for Hourly Employees

June 30, 2015 – July 1, 2018

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

New Article - Vacancies

Full-time vacancies shall be filled subject to the following provisions:

- a. Before the District considers utilizing an external applicant pool for custodial vacancies, a position announcement will first be advertised internally throughout the District to provide an opportunity for current permanent and hourly custodians to apply. The position announcement will be advertised for a period of five (5) working days. Hourly custodian applicants shall complete the required job application prior to the deadline date indicated on the job announcement.

All internal applicants determined by Human Resources to have met the minimum qualifications as stated in the job announcement shall be granted an interview with the Hiring Manager prior to consideration of external applicants. If no internal applicant is deemed qualified by the Hiring Manager for the vacant position, the District shall utilize an external applicant pool.

A current permanent custodian applicant shall be given consideration over an hourly custodian applicant. The Hiring Manager's decision shall not be subject to the grievance procedure.

Article 8 - Hours and Overtime

4/10 2016 Summer Work Schedule:

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

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

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

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

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

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

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

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

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

- 3) By the end of the day (May 27, 2016), each employee must inform their first-level manager of the schedule option they wish to take during this period. The Office of Human Resources will issue the form on which the employee will indicate their work schedule. This schedule will indicate whether the employee is agreeing to work either an 8- or a 10-hour day for each day during the designated period of 4/10 work schedule. For all days in which the employee will work 8 hours, they will also indicate which type of leave they want to designate to make up the remaining two (2) hours in the workday. During this period, employees will have the following options:

- a. Work 10 hours per day, Monday through Thursday.
- b. Work 8 hours per day, Monday through Thursday, and take 2 hours per day of any combination of the following types of leave, if applicable:
 - i. Vacation Hours
 - ii. Previously earned Comp Time
 - iii. Floating Holiday Hours
 - iv. Leave without Pay
- c. If an employee who normally works a swing shift or graveyard shift will work a 10-hour day, their workday will start 2 hours earlier so that the ending time of their shift does not change.
- d. Classes are in session on July 5 through July 8, 2016. Thus, the District will be open for business. Therefore, during the week of July 5 – 8, 2016, employees will work a regular 5-day, 8-hour work week, with July 4, 2016 off, in observance of the 4th of July holiday.
- e. All employees who work more than 10 hours per day during the 4/10 Summer Work Schedule will be entitled to overtime pay.

- f. All work in excess of 10 hours in any 24-hour period shall be paid for at one and one-half (1 ½) times the regular rate for the first 4 hours of such excess, and at two (2) times the regular rate for the balance of such excess.
- g. Except for health and safety reasons, such as science labs and/or horticultural programs that may require refrigeration or tending, all indoor district facilities, including College of Alameda, Berkeley City College, Laney College, Merritt College, and the District Office will be closed to the public on Fridays, Saturdays, and Sundays during the 4/10 Summer Work Schedule.
- h. The regular work schedule will return to a 5-day, 8-hour work day, effective August 8, 2016.
- i. An exception to the Friday District and facility closure shall be made for all permanent and hourly employees working at District Childcare facilities in that their regular work schedules shall continue at 8 hours per day, 5 days per week, Monday through Friday. The District and Union are in agreement that all District Childcare Centers may remain open and operational on Fridays, commencing during the week beginning June 6, 2016, through August 5, 2016.

4/10 Summer Work Schedule 2017-2018:

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

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

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

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

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

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

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

Option 1: 8:00 am – 6:30 pm

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

- 3) By the end of the day Date TBD, each employee must inform their first-level manager of the schedule option they wish to take during this period. The Office of Human Resources will issue the form on which the employee will indicate their work schedule.
 - a. This schedule will indicate whether the employee is agreeing to work either an 8- or a 10-hour day for each day during the designated period of 4/10 work schedule. For all days in which the employee will work 8 hours, they will also indicate which type of leave they want to designate to make up the remaining two (2) hours in the workday. During this period, employees will have the following options:
- 4) Work 10 hours per day, Monday through Thursday.
- 5) Work 8 hours per day, Monday through Thursday, and take 2 hours per day of any combination of the following types of leave, if applicable:
 - a. Vacation Hours
 - b. Previously earned Comp Time
 - c. Floating Holiday Hours
 - d. Leave without Pay
- 6) If an employee who normally works a swing shift or graveyard shift will work a 10-hour day, their workday will start 2 hours earlier so that the ending time of their shift does not change.
- 7) Classes are in session on date TBD. Thus, the District will be open for business. Therefore, during the week of date TBD, employees will work a regular 5-day, 8-hour work week, with date TBD off, in observance of the holiday.
- 8) All employees who work more than 10 hours per day during the 4/10 Summer Work Schedule will be entitled to overtime pay.
- 9) All work in excess of 10 hours in any 24-hour period shall be paid for at one and one-half (1 ½) times the regular rate for the first 4 hours of such excess, and at two (2) times the regular rate for the balance of such excess.
- 10) Except for health and safety reasons, such as science labs and/or horticultural programs that may require refrigeration or tending, all indoor district facilities, including College of Alameda, Berkeley City College, Laney College, Merritt College, and the District Office will be closed to the public on Fridays, Saturdays, and Sundays during the 4/10 Summer Work Schedule.
- 11) The regular work schedule will return to a 5-day, 8-hour work day, effective date TBD.

- 12) An exception to the Friday District and facility closure shall be made for all permanent and hourly employees working at District Childcare facilities in that their regular work schedules shall continue at 8 hours per day, 5 days per week, Monday through Friday. The District and Union are in agreement that all District Childcare Centers may remain open and operational on Fridays, commencing during the week beginning date TBD, through date TBD.

Article 9 - Pay and Allowance

An employee shall be moved to the next salary step of the salary range after completion of two thousand and eighty (2,080) hours of service within three (3) years of initial date of employment. Regular increments, or step advancements, are provided to employees after completion of each successive fifteen hundred and sixty (1,560) hours of service until step 5 is reached.

This language regarding salary step is effective on the date the parties reached a signed agreement and there is no retroactive pay involved for any employee.

Those current employees who have, as of the date of this agreement, completed the 2,080 hours will be eligible to move to the next step on the salary schedule.

Those current employees who have not completed the 2,080 hours will become eligible to move a step on the salary schedule effective the date they reach the 2,080 hours.

Reopeners:

Cost of living for 2016-2017 and cost of living for 2017-2018.

"Me-too" Clause:

If during the duration of this agreement, the District agrees to provide a higher salary increase to another employee group, upon finalization of such an agreement, the District shall provide members of IUOE Local 39 the same salary increase paid to another employee group.

For Peralta Community College District:

By: _____

Jowel C. Laguerre, Chancellor

Date: _____

05-06-16

By: _____

Trudy Largent, J.D.

Vice Chancellor for Human Resources & Employee Relations

Date: _____

4/14/16

For Local 39:

By:




Richard Putz, Business Representative

Date:

4/14/16

By:



William Highsmith, Chief Steward

Date:

4-14-16

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

**Tentative Agreement on Re-openers for Successor Agreement
For the period July 1, 2012 through June 30, 2015**

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

Article 17.7 (Vacation) – Proposed Language:

Vacation periods of four (4) days or more shall be requested by employees at least ninety (90) days prior to the planned vacation. All vacation requests are subject to the approval of the first level manager. If there is any conflict between employees who are working under the supervision of the same first level manager, as to when vacations shall be taken, the conflict shall be resolved on the basis of employment seniority.

Article 24.1 Health and Welfare Benefits:

The District's maximum contribution for dental expense shall be based on premium cost for United Healthcare (UHC) Dental family rate. Local 39 members shall pay the cost for the increase in premiums for Delta Dental in the amount of \$9,500 effective July 1, 2013, as follows:

For Fiscal Year 2013-14:

- A. Each permanent employee shall contribute a total of \$127.00, which equates to \$11 per month, retroactive to July 1, 2013, as the employee contribution for Delta Dental. The \$127.00 annual cost will be deducted from the 1% one-time only, off the salary schedule increase for 2013-2014 as described under Article 26 (b).
- B. After the deduction of the \$127.00 cost from the equivalent of the 1% one-time only, off the salary schedule as described above, the employee shall be issued a check for the balance of their 1% salary increase.

Article 26 Pay and Allowances:

Permanent Employees

- A. The District will provide Local 39 the equivalent of a 3% across-the-board salary increase effective July 1, 2013, on the permanent employees' Salary Schedule for fiscal year 2013-2014, only for employees employed with the District on or after July 1, 2013.

- B. In addition, for fiscal year 2013-2014, the District will provide Local 39 a one-time sum of the equivalent of 1% of prior year (2012-2013) PERS earned wages credit. This credit is off the salary schedule and will be used by Local 39 employees to offset anticipated Delta Dental employee costs in 2013-2014.
- C. In the event an employee's 1% off the salary schedule increase is insufficient to pay their contribution of \$127.00 for Delta Dental, the District shall deduct the balance from the first monthly paycheck in which the employee receives the 3% salary increase, as described under A above.

Short-Term (Hourly) Employees

- A. The District will provide Local 39 the equivalent of a 3% across-the-board salary increase effective July 1, 2013, on the short-term (hourly) employees' Salary Schedule for fiscal year 2013-2014 only for employees employed with the District on July 1, 2013.
- B. In addition, effective July 1, 2013, for fiscal year 2013-2014, the District will provide Local 39 the equivalent of a 1% one-time only off the salary schedule salary increase only for short-term (hourly) employees employed with the District on July 1, 2013.

For Peralta Community College District:

By:  Date: 9.27.13


Jose M. Ortiz, Chancellor

By:  Date: 9/28/13

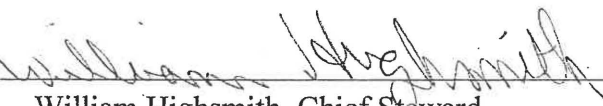
Trudy Largent, J.D.

Vice Chancellor for Human Resources & Employee Relations

For Local 39:

By:  Date: 9/26/13

Richard Putz, Field Representative

By:  Date: 9-26-13

William Highsmith, Chief Steward

FOR FUTHER INFORMATION REGARDING THIS CONTRACT,

PLEASE CONTACT

Office of Human Resources, Peralta Community College District

(510) 466-7265

Or

International Union of Operating Engineers (IUOE), Local 39

(415) 861-1135

