

**TENTATIVE AGREEMENT BETWEEN  
PERALTA COMMUNITY COLLEGE DISTRICT AND  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021 (PERMANENT &  
HOURLY EMPLOYEES)**

**EXTENSION OF COLLECTIVE BARGAINING AGREEMENT**

This tentative agreement memorializes those terms and conditions agreed to by representatives of the Peralta Community College District (“District”) and the Service Employees International Union, Local 1021 (“Union”) following the parties negotiations for an extension of their existing collective bargaining agreement (“CBA”). Except as addressed by this tentative agreement, including the Side Letter Agreement, all other terms and conditions of the CBA shall remain as provided in the CBA.

**TERM:** The parties’ CBA will be extended for twelve months, to expire on June 30, 2022.

The following sections of the CBA will be revised as follows:

**ARTICLE 10 – PAY AND ALLOWANCE**

**10.2 Pay Rates**

Salary Increase: Effective July 1, 2021, the District will provide all bargaining unit members an across-the-board wage increase of five percent (5%). This wage increase will be ongoing on the salary schedule.

**ARTICLE 20 – SAFETY**

**20.9. Heating, Ventilation and Air Conditioning & Air Quality Safety**

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

**20.9.1 HVAC Maintenance**

The District will provide the Union with notice of when it receives the final HVAC assessment report. Within 30 days of the receipt of the final HVAC assessment report(s), the District will provide the Union all report(s) regarding HVAC testing and maintenance produced by the 2021 inspections. Within 45 days of the receipt of the final HVAC assessment report(s), the District and the Union will meet regarding recommendations of the inspector, including but not limited to repairs and replacements, for improvements to the HVAC systems.

**20.9.2 Outdoor Work**

If the average AQI for the city where employees work exceeds 150 parts per million (ppm), no outdoor work shall be required until the average AQI falls below 150 ppm.

### **20.9.3 AQI Emergency Meet and Confer**

If the average AQI for the city where employees work exceeds 150 ppm for two (2) consecutive days, the District shall, upon request, meet and confer with the Union over working conditions, including but not limited to telecommuting options.

## **20.13 Security**

### **20.13.1 Safety and Security**

The District shall maintain a personal safety handbook with up-to-date information on campus security and personnel safety. Employees shall receive interactive training on the procedures related to campus security and personnel safety on an annual basis.

On a quarterly basis, the District will provide the Union with information on District security and safety initiatives and updates at the DUPC (including the functionality of security cameras). Included in the DUPC meetings will be recommendations from the DUPC for installation of additional security devices (including but not limited to panic buttons).

### **20.13.2 Panic Buttons, Emergency Phones/Intercoms**

The District shall maintain panic buttons, and emergency phones/intercoms in good working order. In addition, the District will provide employees with instructions on use of the CampusShield smartphone app that provides employees access to a panic button.

### **20.13.3 Security Services**

The District will give notice to the Union of proposed changes to security service providers.

## **20.14. Immediate Risk**

Employees have the right to retreat from imminent threat to their personal health and safety. In addition, they must report imminent threats to emergency services and their immediate supervisor as soon as possible. Employees will not be penalized for exercising this right.

**FOR THE PERALTA COMMUNITY COLLEGE DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Jannett Jackson  
Interim Chancellor

By: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Ronald McKinley  
Interim Vice Chancellor Human Resources & Employee Relations

**FOR SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL (“SEIU”) 1021:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Robert E. Szykowny  
Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_

Richard Thoele  
Peralta Chapter President SEIU 1021

## **SIDE LETTER OF AGREEMENT**

This Side Letter of Agreement is entered into by and between Peralta Community College District (“District”) and Service Employees International Union, Local 1021 (“Union”) to memorialize the parties understanding and agreement on the subjects addressed below. This Side Letter was negotiated and agreed to by the parties as part of their negotiations for an extension of the existing collective bargaining agreement through June 30, 2022, and is subject to re-negotiation as part of successor negotiations in the Spring of 2022, or earlier by mutual agreement of the parties.

### **On Return to Campus**

The District and the Union shall meet and confer over the District’s plan to return to campus insofar as the plan impacts terms and conditions of employment (including but not limited to telecommute policy and secured access to work areas). The District agrees that it will give employees as much notice as possible of their return to campus date but, in any event, not less than two weeks.

### **On Classification and Compensation Study**

The District will undertake a classification and compensation survey prior to the end of the calendar year 2021 to assess and compare bargaining unit compensation with comparable community college districts. Within sixty days of completion of the survey the District will meet with the Union to review and discuss the survey data.

### **On COVID-19 Pandemic Related Pay**

One-Time Payment: Effective the first full pay period following adoption of the successor agreement by the District Board of Trustees, the District will provide a one-time, lump sum payment of thirty-five hundred dollars (\$3,500.00) to those bargaining unit members required to report to District facilities at least once per week on average during the period of March 1, 2020, through August 31, 2021.

In addition to the one-time, lump sum payment identified above, effective the first full pay period following adoption of the successor agreement by the District Board of Trustees, the District will provide a supplemental one-time, lump sum payment of two thousand (\$2,000.00) to those bargaining unit members who were required to report to District facilities at least fifteen (15) days per month on average during the period of March 1, 2020, through August 31, 2021.

In addition, effective the first full pay period following adoption of the successor agreement, the District will provide a one-time lump sum payment of fifteen hundred dollars (\$1,500.00.) to each bargaining unit member not required to report to District facilities. This \$1,500 payment will be fully credited toward any requests for reimbursement of expenses submitted by bargaining unit members under Labor Code section 2802 for the period of March 1, 2020 through August 31, 2021.

Both one-time payments will be pro-rated according to FTE status for those bargaining unit members working for the District part-time.

**FOR THE PERALTA COMMUNITY COLLEGE DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Jannett Jackson  
Interim Chancellor

By: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Ronald McKinley  
Interim Vice Chancellor Human Resources & Employee Relations

**FOR SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL (“SEIU”) 1021:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Robert E. Szykowny  
Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_

Richard Thoele  
Peralta Chapter President SEIU 1021