



## Agenda Item Details

Meeting	May 12, 2020 - Board of Trustees Meeting
Category	13. Action: Human Resources
Subject	13.01 Revised: Action to Approve Tentative Agreement Between the Ventura County Community College District and the Service Employees International Union, and Use of Reserves (Requires 2/3 Vote). (see Item 3.04 Changes to the Agenda).
Type	Action
Recommended Action	The Chancellor recommends approval.

### Presenter

Chancellor Greg Gillespie, Vice Chancellor David El Fattal, Vice Chancellor James Dembowski

### Background/Analysis

After a total of seventeen (17) formal bargaining sessions and a number of other informal discussions over a one (1) year period, on March 13, 2020, the Ventura County Community College District (District) and Local 99 of the Service Employees International Union (SEIU) reached a Tentative Agreement (TA) on the wages, hours of employment, and other terms and conditions of employment applicable to SEIU-represented classifications/positions/employees for the period of July 1, 2019, through June 30, 2022. A copy of the TA is attached. SEIU notified the District that its Membership ratified the TA on May 1, 2020.

Following is a summary of the substantive negotiated changes to the Agreement:

### **Article I – Effective Dates and Parties to Agreement**

Three-year term from July 1, 2019, through June 30, 2022

### **Article IX – Salary**

1. Effective November 1, 2019, there will be a two percent (2%) retroactive increase to both the salary schedule for all classifications within the unit and all individuals then employed in positions so classified. Individuals first employed in such classifications/positions after November 1, 2019, shall have their salary retroactively adjusted as of the first day so employed.
2. Effective July 1, 2020, there will be a six percent (6%) increase to both the salary schedule for all classifications within the unit and all individuals then employed in positions so classified.
3. Effective July 1, 2021, there will be a two percent (2%) increase to both the salary schedule for all classifications within the unit and all individuals then employed in positions so classified.
4. Individuals employed in classifications/positions within the bargaining unit on November 1, 2019, who remain actively employed within the bargaining unit through September 1, 2020, shall, concomitant with the change to provision of medical coverage through CalPERS (see Article XII, below) receive a one-time, lump-sum payment in amount of \$2,410.00.

### **Article XII – Health and Welfare Benefits**

- A. From July 1, 2020, through August 31, 2020, the District will continue to provide Medical Benefits to unit employees under the same terms and conditions as such benefits were provided between July 1, 2019, through June 30, 2020.
- B. Commencing on September 1, 2020, and continuing through June 30, 2022, the District shall provide each qualified, full-time unit employee the opportunity to receive Medical Benefits through CalPERS. During this

period, the District shall pay, on behalf of each qualified, full-time unit employee, a monthly amount equal to the monthly premium for the CalPERS "Choice" plan. Such premiums are subject to change on both January 1, 2021, and January 1, 2022, and the District shall continue to pay, on behalf of each qualified, full-time unit employee, a monthly amount equal to the then-monthly premium for the "Choice" plan.

C. Depending on the employee's selected medical plan, the following shall also occur during the period between September 1, 2020, through June 30, 2022:

1. If the employee selects a medical plan more expensive than the "Choice" plan, the District shall pay CalPERS, on behalf of that employee, an additional amount equal to one-half (1/2) the amount necessary to cover that higher plan's monthly premium, up to a maximum of \$300.00/month. Payment of the balance of the monthly premium shall be the sole responsibility of the employee and shall be paid by monthly payroll deduction.
2. If the employee selects a medical plan less expensive than the "Choice" plan, the District shall pay that employee the difference, up to a maximum of \$200.00/month. This amount will be paid as an additional payment on the employee's monthly pay warrant.
3. Subject to certain criteria with respect to coverage, if the employee "opts out" of obtaining medical coverage by/through the District-sponsored CalPERS plans, s/he shall not be eligible for coverage by/through the District and instead, shall receive \$300.00/month. This amount will be paid as an additional payment on the employee's monthly pay warrant.

D. Individuals assigned and working "part-time" in positions within the unit between 50% and 75% will receive the medical benefits described in A, B, and C on a pro-rata basis. Individuals assigned and working 75% or more are considered to be full-time employees.

E. Unit employees will be eligible to utilize the same Employee Assistance Program (EAP) benefit as members of AFT.

### **Article XIII – Holidays**

The Board of Trustees has committed that in 2021 and every year thereafter, March 31st, the birthday of farm worker labor leader Caesar Chavez, shall be observed throughout the District as a paid holiday. It is appropriate to change this Article of the SEIU MOA to memorialize that Board Commitment.

### **"Me Too"**

In addition to the foregoing, the parties have agreed to a "Me-too" clause based on an agreed-upon formula for comparison. In short, during the period of this Agreement, should the District agree or impose a total compensation package for/upon any other unit which, on the basis of percentage increase to that unit's total compensation calculation, is of greater value than the total percentage increase provided SEIU by this Agreement, then the District will pay to SEIU members a percentage increase (calculated on the basis of total compensation) necessary to bring the SEIU package to equivalency of that negotiated with or imposed upon, the other unit.

#### Approval Impact

SEIU-represented employees will be offered quality medical benefits through CalPERS and the savings achieved by the change to CalPERS will be used to substantially fund pay increases that will better enhance the District's ability to recruit and retain a qualified workforce.

#### Non-Approval Impact

Public funds will continue to be directed towards an inordinately expensive, non-sustainable method of providing employees with medical benefits and the funds that would otherwise be directed towards necessary pay increases that would better enhance the recruitment and retention of quality employees in the subject classifications will not be so directed.

#### Fiscal Impact

FY 2019/20: \$408,667 ongoing for salary and statutory benefits from general fund unrestricted - unallocated reserves, for 2% salary increase retroactive to November 1, 2019.

FY 2020/21: \$1,860,000 ongoing for salary and statutory benefits from general fund unrestricted for 6% salary increase effective July 1, 2020. \$395,000 estimated ongoing annual cost for health benefit plan incentives from general fund unrestricted effective September 1, 2020. \$1,506,107 for a one-time, off schedule, lump sum payment in the amount of \$2,410 per employee from general fund unrestricted - unallocated reserves. \$175,000 estimated annual ongoing value of Cesar Chavez Birthday holiday.

FY 2021/22: \$620,000 ongoing for salary and statutory benefits from general fund unrestricted for 2% salary increase effective July 1, 2021.

Further Information

Greg Gillespie, J.A. Dembowski, David El Fattal, Laura Barroso

[SEIU VCCCD.TA.Full2019-2022.pdf \(287 KB\)](#)

**Motion & Voting**

The Chancellor recommends approval.

Motion by Trustee Dianne McKay, second by Trustee Larry Kennedy.

Final Resolution: Motion was approved.

Yes: Trustee Joshua Chancer, Trustee Gabriela Torres, Trustee Larry Kennedy, Trustee Dianne McKay, Trustee Bernardo Perez

Not Present at Vote: Student Trustee Jessica Martinez Advisory Vote

**TENTATIVE AGREEMENT**

**Between**

**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT**

**And**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99**

**On March 13, 2020**

This includes all Tentative Agreements from negotiations for a successor Agreement to the 2016-2019 Agreement. Except as noted below, all other proposals are withdrawn, and all language in the 2016-2019 Agreement not otherwise modified to date will remain status quo.

Table of Contents

**ARTICLE I – EFFECTIVE DATES AND PARTIES TO AGREEMENT .....2**  
**ARTICLE III – EMPLOYEE RIGHTS, CHECKOFF, AND ORGANIZATION SECURITY ..... 3**  
**ARTICLE IX – SALARY .....6**  
**ARTICLE XI – LEAVES.....7**  
**ARTICLE XII – HEALTH AND WELFARE BENEFITS .....8**  
**ARTICLE XIII – HOLIDAYS ..... 12**  
**ARTICLE XVI – GRIEVANCE PROCEDURE ..... 13**  
**ARTICLE XXI – “ME TOO” CLAUSE ..... 15**  
**ARTICLE XXII – TERM..... 18**

For the Ventura County CCD:

For SEIU Local 99:

Greg R. Gillespie, Chancellor  
Print Name

Michael Haberberger, Chief Negotiator  
Print Name



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

April 24, 2020  
Date

April 24, 2020  
Date

**VCCCD and SEIU LOCAL 99  
TENTATIVE AGREEMENT  
MARCH 13, 2019**

**ARTICLE I  
EFFECTIVE DATES AND PARTIES TO AGREEMENT**

This agreement is made and entered into ~~July 1, 2016~~ July 1, 2019, between the Ventura County Community College District (hereinafter referred to as "District") and Service Employees International Union, Local 99 (hereinafter referred to as "SEIU" or "the Union").

**VCCCD and SEIU LOCAL 99  
TENTATIVE AGREEMENT  
AUGUST 12, 2019**

**ARTICLE III  
EMPLOYEE RIGHTS, CHECKOFF, AND ORGANIZATION SECURITY**

- 3.1 The parties mutually recognize the right of all employees covered by this Agreement to join and participate in activities of SEIU, or to have SEIU represent them in their employment relations with the District, or to refuse to join or participate in the activities of SEIU or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.
- 3.2 Members of SEIU may submit to the Payroll Office, on forms supplied by SEIU and approved by the District, requests for payroll deductions of SEIU dues and for such other deductions as may have been requested by the Union, up to a maximum of three (3).
- 3.3 Funds deducted for SEIU dues pursuant to this article will be remitted to SEIU within five (5) working days of the close of the preceding pay period, provided the District shall not be responsible for delays beyond its control.
- 3.4 The District will provide SEIU with a statement accompanying the remittance, indicating the amount of dues deducted during the preceding pay period and the amount to be remitted to SEIU, with a list of employees for whom dues were deducted.
- 3.5 SEIU shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the provisions of this article.
- ~~3.6 Any regular classified employee who is not a member of the Union, or who does not make application for membership within thirty (30) days of the effective date of this article or within thirty (30) days of the commencement of employment, shall pay a service fee to the Union.~~

~~The obligation to pay a service fee may be met by a monthly deduction from the classified employee's wages and salary or, if the classified employee is a religious objector, by complying with the terms of Section 3.7.~~

- ~~3.7 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join the Union or pay a service fee. In lieu of a service fee, such employee shall be required to pay an amount equal to the service fee to a nonreligious, non-labor organization charitable fund exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code.~~

~~Any classified employee paying an amount equal to the service fee to one of the organizations above shall submit proof to the Union of such payments on an annual basis, as a condition of continued exemption from the requirement of financial support to the recognized employee organization.~~

~~3.8 If a classified employee covered by the terms of this agreement who claims a religious objection as provided for in Section 3.7 above does not make application for membership within the prescribed time and does not submit proof of payment to a charitable organization, the Union shall inform the classified employee of his/her obligation to do so. If, after proper notice, the classified employee does not comply with the provisions of Section 3.7, the Union shall notify the District. Upon receipt of such notice, the District shall withhold the service fee from the classified employee's wages and salary and submit such fee to the Union as specified in this article.~~

3.6 Pursuant to California Government Code Sections 3555 to 3559, as amended, the Parties agree as follows:

- a. SEIU Local 99 is the exclusive representative to communicate with the District's classified employees as to rights and obligations of the Collective Bargaining Agreement and the role of the representatives.
- b. SEIU will be given the opportunity to meet new classified bargaining unit employees during the new employee orientation meetings conducted by the District.
- c. To provide this opportunity, the District will provide ten (10) working days' notice of the orientation unless there is an urgent need to schedule an orientation in less than 10 days.
- d. The District will strive to schedule the new classified employee orientations on regularly scheduled dates and times during the week to facilitate SEIU's opportunity to meet new employees.
- e. SEIU agrees to meet the new employees in the middle of the District's orientation. Up to twenty (20) minutes will be allocated to SEIU for this purpose. Employees will be advised that the union orientation is a necessary part of the overall orientation.
- f. SEIU agrees to provide the District with a list of the materials to be provided to the new employee.
- g. SEIU agrees to use this opportunity solely for the purpose of discussing the classified member's employment status, rights, benefits, duties, and responsibilities as a member of Local 99. SEIU agrees not to make disparaging comments about the District or its administrators during the orientation meetings. The District will not be present during these meetings.
- h. Within thirty (30) days of hiring, the District agrees to provide SEIU with the new employee's name, job title, department, work location, work, home address, and personal email address if used for employment purposes.
- i. The District will continue to provide comprehensive quarterly reports to SEIU bargaining unit members with information regarding all of its members.
- j. In the event that format modifications by the District are made to the current orientation process, the Parties to this Agreement will negotiate SEIU access

under the modified process pursuant to the California Government Code.

- k. To assist with further new employee orientation, SEIU will be allowed to have a flex activity during Flex Week in the Fall and Spring to provide additional information on such issues as retirement planning, health benefits, and other information that will provide all classified employees with a better understanding of their current benefits and rights. This will be an educational opportunity and SEIU will not discuss pending contract negotiations or engage in any disparaging remarks about the District. This flex activity will be advertised along with other approved Flex activities.

**VCCCD and SEIU LOCAL 99  
TENTATIVE AGREEMENT  
MARCH 13, 2019**

**ARTICLE IX  
SALARY**

9.1 ~~Effective July 1, 2017~~ November 1, 2019, there will be a ~~one percent (1%)~~ two percent (2%) increase to the salary schedule. Effective July 1, 2020, there will be a six percent (6%) increase to the salary schedule. Effective July 1, 2021, there will be a two percent (2%) increase to the salary schedule.

9.1.a. To all active employees as of ~~September 1, 2017~~ November 1, 2019 and who also maintain such active employment through the commencement date of this agreement, the District shall pay a one-time, off schedule, lump sum payment of the District shall pay: a \$500 \$2,410 on the pay date after the provision of the medical benefit through CalPERS first becomes effective. lump sum, prorated by individual FTE; and, the amount equivalent to 38.4% of the 2016/2017 health insurance premiums paid by each employee.

\* \* \*

9.12 ~~Either party shall have the right to re-open this Article for the 2018-2019 fiscal year upon written notice to the other party.~~

For the term of this Agreement, this Article shall be subject to the provisions of Article XXI.

9.13 ~~If, during 2016-2017 and/or 2017-2018, the District agrees with another bargaining unit to a greater general salary increase than that negotiated with SEIU herein, or to a lump sum payment greater than \$422,000 (which is the cost of 9.1.A., above), the District will grant an equivalent increase or lump sum to SEIU-represented employees.~~

\* \* \* This ellipsis means the omitted language is proposed to continue without modification.

VCCCD and SEIU LOCAL 99  
TENTATIVE AGREEMENT  
APRIL 15, 2019

ARTICLE XI  
LEAVES

\* \* \*

11.27 Military Leave

The District will follow all state and federal laws regarding military leaves- specifically, CA Military and Veterans Code Chapter 7, Sections 389-399.5.

\* \* \*

\* \* \* This ellipsis means the omitted language is proposed to continue without modification.

**VCCCD and SEIU LOCAL 99  
TENTATIVE AGREEMENT  
MARCH 13, 2020**

**ARTICLE XII  
HEALTH AND WELFARE BENEFITS**

12.1 The District will, during the term of this Agreement, and subject to the remaining provisions of this article, continue to provide Blue Cross, Delta Dental, and MES vision coverage for eligible employees and their dependents, and life insurance for eligible employees under the existing plans or under such plans providing at least equivalent benefits as the District may designate after meeting and discussing with the Union.

For the period between July 1, 2020 and August 31, 2020, the parties agree to continue the memorandum executed on April 17, 2019.

12.2 ~~An eligible employee who wishes to have health coverage provided through Kaiser or another HMO offered by the District, rather than through Blue Cross, may do so, provided the District's share of the cost for such coverage shall not exceed the amount it would otherwise contribute for Blue Cross medical and vision coverage under this Agreement. The deletion or addition of any federally qualified HMO to the options available to employees shall only be by joint agreement of the parties. The District's share of the cost of CalPERS health coverage for an eligible employee who wishes to have health coverage shall not exceed the amount it would otherwise contribute for CalPERS Choice medical under this Agreement, as defined by Section 12.4. The employee may select coverage among the available CalPERS health coverage options. The District shall pay for the premiums of all dental and vision plans.~~

12.3 The employee bears the responsibility for meeting all requirements for eligibility in any plans offered by the District and for properly completing enrollment and/or application forms. All regular full-time, and fifty (50) % or more regular part-time, employees are eligible for the benefits as outlined in this article. Regular seasonal employees as defined in Section 2.3, employees less than 50% FTE, provisional, and limited-term employees are not eligible for benefits as outlined in this article.

12.4 a. ~~Beginning July 1, 2017, the District will contribute \$18,643.08 per year (\$1,553.59/month) toward the payment of health benefits premiums.~~

b. ~~If plan modifications are not made, and in the event the adjustment to the contribution cap as described above is not sufficient to cover the annual aggregate premium rates for medical, dental, vision and life, then unit members eligible to participate in the District's offered health and welfare benefits plans shall be responsible to pay the difference in premiums. Should this occur, the difference in premiums a unit member is responsible for in order to maintain his/her coverage eligibility shall be collected through payroll deduction.~~

c. ~~Plan design modifications shall be determined by a committee with representation from the Union, management, and other non-represented groups.~~

~~Failure to reach consensus will result in plan design modifications made upon agreement between the Union and the District.~~

- a. Beginning September 1, 2020, the District will provide a contribution toward the cost of any eligible CalPERS medical plan for employees and eligible dependents not to exceed the caps/maximums for CalPERS Choice listed below. Said contributions will apply for the period September 1, 2020 to December 31, 2020.

<b>Coverage</b>	<b>Amount</b>
<u>Single Employee</u>	<u>\$ 736.28</u>
<u>Two-Party</u>	<u>\$1,472.56</u>
<u>Family</u>	<u>\$1,914.33</u>

- b. Effective January 1, 2021, the District's contribution to the caps/maximum shall reflect the total premium for CalPERS Choice Plan.
- c. Effective January 1, 2022, the District's contribution to the caps/maximum shall reflect the total premium for CalPERS Choice Plan.
- d. Any changes in the District's contribution shall be as a result of subsequent negotiations between the parties.
- e. Should a full-time employee choose a plan with a monthly premium higher in cost than "a." above the District shall pay one-half (1/2) the difference up to a maximum of \$300.00 per month.
- f. Should a full-time employee choose a plan with a monthly premium lower in cost than "a." above the employee shall receive a monthly amount not to exceed \$200.00. The amount will be determined by subtracting the cost of the lower monthly premium from the cost of the District's monthly obligation under "a." above.
- g. Should a full-time employee be a covered dependent under another comprehensive employer group medical plan, the employee will have the choice to enroll, or not, in a District sponsored medical plan. If the full-time employee elects to opt out of coverage, the employee will receive \$300 per month as cash back to his/her paycheck upon verification of other coverage.
- h. Plan design modifications shall be determined by a committee with representation from the Union, management, and other non-represented groups. Failure to reach consensus will result in plan design modifications made upon agreement between the Union and the District.

12.5 For purposes of this Article, a full-time assignment is defined as employment for 30

hours or more per week for a twelve-month period (1560 hours per year).

a. The District's contribution level shall be:

FTE	District Contribution Level
75 - 100% (1560-2080 hours/year)	The District will pay the full year contribution as set forth in Section 12.4.a.
50 - 74% (1040-1559 hours/year)	Prorated to match percentage of assignment. (Ex: if the employee's assignment is 60% of an FTE, the District shall contribute 60% of its contribution as set forth in Section 12.4.a.)
Below 50% (less than 1040 hours/year)	No contribution.

b. Employees whose hours are reduced maintain their level of benefit coverage for 90 days after receiving notice of a reduction in hours.

c. Employees hired prior to July 1, 2013, shall not have their current level of benefit coverage reduced as a result of the provisions of this article.

12.6 Payments of the District contribution for employees absent due to illness or injury of the employee shall be made until the expiration of paid illness leave or until the employment is terminated, whichever occurs first.

12.7 If, during the term of this Agreement, the District plans to secure coverage under a joint powers agreement, or determines to solicit bids for alternative benefit plans to replace Blue Cross, Delta Dental, or its MES vision plan, it shall, prior to advertising such bids, consult with the SEIU to assure that the bid specifications provide the levels of benefits provided by current plans.

12.8 All employees, regardless of their date of hire, shall be subject to the current eligibility requirements of the District's health, dental and vision insurance plans. The District's contribution for premiums and other contributions shall also be subject to the requirements of its health, dental and vision plans, and shall be augmented as provided below:

a. Employees hired prior to July 24, 1990, who are employed by the District at the time of retirement, shall be retained on the District health, ~~dental and vision and dental~~ insurance which is in effect for active employees, with premiums paid by the District in accordance with Sections 12.4 and 12.5, provided that such persons have a minimum of ten (10) years of service with the District and have attained an age and years of service equal to or greater than seventy-five (75). The minimum age for retirement is fifty (50). Any modifications to the plans or contributions required of active employees shall be required of retirees.

The District shall conduct exit interviews, prior to employee's retirement, during which time medical coverage is explained, and eligible employees hired prior to July 24, 1990, are encouraged to enroll in Medicare. If and when retiree eligibility

for District health insurance requires Medicare enrollment, the District shall make whole any and all expenses incurred by retirees to comply with such a requirement.

- b. Those retired individuals who meet the conditions listed in “a.” above, who were hired July 24, 1990, or after, shall be provided with a Medicare Supplemental Plan at the age of sixty-five (65). Premiums for such Medicare Supplemental Plan shall be in the amounts established not exceed the amount listed in Sections 12.4, 12.5 and 12.8. The District shall conduct exit interviews, prior to employee’s retirement, during which time medical coverage is explained and eligible employees are advised of their obligation to enroll in Medicare Parts A and B.
  - c. Eligible employees hired between July 1, 2000, and June 30, 2005, who meet the age and years of service provisions of this section, and who retire, shall be retained on the District medical, dental and vision plans to age sixty-five (65) subject to Sections 12.4 and 12.5. Upon attainment of age sixty-five (65), or eligibility for Medicare, those retirees have the option of conversion to the District’s Medicare Supplemental Plan, with premiums paid by the retiree in the amounts established in this Agreement.
  - d. Employees hired on or after July 1, 2005, and who have a minimum of ten (10) years of service, and who meet eligibility requirements for retirement, may continue to participate in the District health plans to age sixty-five (65), with the cost paid by the retiree, unless other payment is required by the current District health plans. Upon retirement, all employees hired before or after July 1, 2005 shall be eligible to enroll in retiree health insurance, subject to the provisions of this Agreement and the eligibility requirements of the District’s health plan.
- 12.9 Spouses of deceased classified employees shall be given a thirty (30)-day grace period during which the District will continue to offer District-paid health and welfare benefits at the same pro-ratio as if active. Classified employees receiving a PERS disability allocation and who, prior to receiving the disability allocation, have served the District a minimum of ten (10) years, shall have the option of retaining membership in the District’s group health insurance plan, with premiums to be paid by the individual, subject to the provisions of this Agreement.
- 12.10 ~~Either party shall have the right to re-open this article for the 2018-2019 fiscal year upon written notice to the other party.~~

For the term of this Agreement, this Article shall be subject to the provisions of Article XXI.

**VCCCD and SEIU LOCAL 99  
TENTATIVE AGREEMENT  
MARCH 13, 2020**

**ARTICLE XIII  
HOLIDAYS**

13.1 During each year of this Agreement, eligible employees in the units shall receive the following holidays:

- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday Following Thanksgiving
- Christmas Eve Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Cesar Chavez's Birthday (beginning in 2021)
- Memorial Day
- Two (2) Floating Holidays (See Section 13.3)

\* \* \*

\* \* \* This ellipsis means the omitted language is proposed to continue without modification.

**VCCCD and SEIU LOCAL 99  
TENTATIVE AGREEMENT  
AUGUST 12, 2019**

**ARTICLE XVI  
GRIEVANCE PROCEDURE**

\* \* \*

16.10 Grievance Procedures

A grievance must be submitted within fifteen (15) working days after the grievant first knew, or by reasonable diligence should have first known, of the condition(s) upon which the grievance is based. SEIU and the District may mutually agree to waive specific steps in the grievance process when deemed appropriate or to return a grievance to a previous step.

a. **STEP I: Immediate Supervisor**

The aggrieved employee shall first informally discuss the grievance with his/her immediate supervisor. The immediate supervisor shall render a verbal decision upon the grievance to the grievant as expeditiously as possible, but in no event more than ten (10) working days after the informal conference.

b. **STEP II: Vice President, Business Services or District Office Manager**

If the grievant is not satisfied with the decision in Step I, he/she may appeal in writing on the appropriate form the decision within five (5) working days after the receipt of the decision in Step I to the Vice President of Business Services or the appropriate District Office Manager under whose jurisdiction the grievance occurred. The Vice President/District Administrative Center manager shall render a written decision to the grievant within ten (10) working days after submission of the appeal.

c. **STEP III: College President or Appropriate District Office Manager**

If the grievant is not satisfied with the written decision in Step II, he/she may appeal the decision within five (5) working days after the receipt of the written decision to Step II to the college president or the appropriate District Administrative Center manager. The college president/District Administrative Center manager shall, upon request, meet promptly with the grievant to discuss the grievance. The president/District Administrative Center manager shall render a written decision to the grievant and SEIU within ten (10) working days after submission of the appeal.

d. **STEP IV: Mediation**

If the grievant is not satisfied with the written decision in Step III, the Union may within ten (10) working days after the grievant's receipt of the written reply in Step III, submit the grievance to mediation. The submission to mediation shall be in writing to the California State Mediation and Conciliation Service, with a copy provided to the District. The mediator has the authority to make non-binding

recommendations to the parties to attempt to resolve the grievance.

d. e. STEP IV: Chancellor

~~If the grievant is not satisfied with the written decision grievance is not resolved in Step III IV, he/she may appeal the decision it may be appealed in writing to the Chancellor within five (5) working days after the conclusion of Step IV. receipt of the written decision in Step III to the Chancellor.~~ The Chancellor or his/her designee shall, upon request, meet with the grievant and his/her representative in an attempt to resolve the grievance. Within five (5) working days after such meeting, or within ten (10) working days after receipt of the appeal, whichever is applicable, the Chancellor shall render his/her written decision.

e. f. STEP VI: Arbitration

1. ~~If the grievant is not satisfied with the written decision grievance is not resolved in Step IV, the Union may, within twenty (20) working days after receipt of the written decision in Step IV, notify the Chancellor or his/her designee in writing of the request to have the grievance submitted to advisory-binding arbitration.~~
2. SEIU and the District shall attempt to agree upon an arbitrator and, if no such agreement can be reached, the parties shall jointly request that the California State Mediation and Conciliation Service supply a panel of seven (7) names of arbitrators. The parties shall thereafter meet and determine the choice of first strike from such a list by lot, and alternately strike names from such list until a single name remains.
3. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the SEIU. All other expenses, including fees for witnesses, or the costs of substitutes for witnesses, shall be borne by the party incurring them.
4. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration. If the parties cannot agree upon a summary of the issues, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each level. In disputed cases regarding whether or not a grievance claim is within the scope of these proceedings, the arbitrator shall first rule on the jurisdiction of the issue.
5. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.
6. The arbitrator shall promptly render his/her decision to the parties. The decision of the arbitrator is final and binding.

\* \* \* This ellipsis means the omitted language is proposed to continue without modification.

**VCCCD and SEIU LOCAL 99  
TENTATIVE AGREEMENT  
MARCH 13, 2020**

**ARTICLE XXI<sup>1</sup>  
“ME TOO” CLAUSE**

**A. OBJECTIVE**

If AFT receives a higher total percentage of salary and health benefit increases measured as a percentage of salary, then SEIU shall receive an equivalent ongoing and/or one-time increase in salary and health benefits measured as a percentage of salary, to be designated by SEIU. For the purpose of this calculation, the parties agree that the savings from moving to the CalPERS medical plan fully funds the salary schedule increases. The calculation will be based on active members as of January 1, 2021 and January 1, 2022.

**B. CALCULATION IF BOTH UNITS TRANSITION TO CALPERS MEDICAL**

In the event AFT transitions to CalPERS and agrees to a different contribution plan than SEIU, the calculation of total percentage of salary and health benefit increases will be:

**1. Baseline**

Determine the cost of a 1% salary increase by bargaining unit, including identifying the amount for full-time faculty.

**2. Salary Increases**

Determine the total percentage, by bargaining unit, of any

- a. on-schedule salary increases
- b. off-schedule salary increases

**3. Health Benefit Premium Contributions**

Determine the dollar increase of district paid health benefit premiums as follows:

- a. January 1, 2021 (actual enrollments): the dollar increase of district paid health benefit premiums will be defined as the difference in the actual amount paid by the district for AFT full-time faculty medical health benefits (including any premiums, savings plans or enhanced contribution plans) compared to the Anthem Blue Cross PERS Choice Basic PPO plan rates multiplied by the number of AFT full-time faculty enrolled per tier.
- b. The difference will be divided by the amount of a 1% salary increase for AFT full-time faculty to determine the equivalent percentage of salary increase. For SEIU, the actual and projected costs are assumed to be the same.
- c. January 1, 2022 (actual enrollments): Determine increases or decreases by bargaining unit from the previous year of the total dollars paid by the District for health insurance premiums, savings plans and enhanced contribution plans. The difference will be divided by the 1% salary

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<sup>1</sup> This is a New Article. The existing Article XXI shall be renumbered as Article XXII.

increase for SEIU and AFT full-time faculty to determine the equivalent percentage of salary increase.

4. **Total Ongoing Increases**

Add the total percentage of any on-schedule salary increases to the equivalent percentage of salary increase for ongoing health benefits resulting in the total percentage of ongoing increases

5. **Total One-Time Increases**

Add the total percentage of any off-schedule salary increases to the equivalent percentage of salary increase for one-time health benefits resulting in the total percentage of one-time increases

6. **Determination of Compensation Adjustments**

Compare Total Ongoing and One-Time Increases measured as a percentage of salary, and determine compensation adjustments, if any, subject to the first paragraph of this Me Too Clause.

C. **CALCULATION IF AFT DOES NOT TRANSITION TO CALPERS MEDICAL**

In the event that AFT does not transition to CalPERS and remains a self-funded medical plan, the calculation of total percentage of salary and health benefit increases will be:

1. **Baseline**

Determine the cost of a 1% salary increase for all bargaining units, including identifying the amount for full-time faculty.

2. **Salary Increases**

Determine the total percentage for AFT of any

- a. on-schedule salary increases
- b. off-schedule salary increases

3. **Health Benefit Premium Contributions**

Determine the dollar increase of district paid health benefit premiums as follows:

- a. January 1, 2021 (actual enrollments): Determine the dollar increase of district paid health benefit premiums for AFT. Divide the increase by the amount of a 1% salary increase for AFT full-time faculty to determine the equivalent percentage of salary increase.
- b. January 1, 2022 (actual enrollments): Determine increases or decreases by bargaining unit from the previous year of the total dollars paid by the District for health insurance premiums, savings plans and enhanced contribution plans. The difference will be divided by the 1% salary increase for SEIU and AFT full-time faculty to determine the equivalent percentage of salary increase.

4. **Total Ongoing Increases**

Add the total percentage of any on-schedule salary increases for AFT to the equivalent percentage of salary increase for ongoing health benefits for both bargaining units resulting in the total percentage of ongoing increases.

5. **Total One-Time Increases**

Add the total percentage of any off-schedule salary increases for AFT to the equivalent percentage of salary increase for one-time health benefits for both bargaining units resulting in the total percentage of one-time increases.

6. **Determination of Compensation Adjustments**

Compare Total Ongoing and One-Time Increases measured as a percentage of salary, and determine compensation adjustments, if any, subject to the first paragraph of this Me Too Clause.

D. **DURATION**

The calculations described herein will be used to determine if AFT has received a higher total percentage of salary and health benefit increases measured as a percentage of salary. This clause expires at the end of the term for this contract.

**VCCCD and SEIU LOCAL 99  
TENTATIVE AGREEMENT  
APRIL 15, 2019**

**ARTICLE XXII<sup>2</sup>  
TERM**

22.1 Except as otherwise provided in this Agreement, the term of this Agreement shall be from July 1, ~~2016, 2019~~ to June 30, ~~2019-2022~~.

22.2iU In the event that either party hereto desires to negotiate the provisions of a successor Agreement, such party shall serve upon the other, ~~during the period from December 15, 2018, to January 15, 2019,~~ its written request to commence negotiations as well as its initial written proposals for proposals for any modifications or alterations of this Agreement that it proposes to include in such successor Agreement during the first two weeks of February of the last year of this agreement. ~~Any article or section of this Agreement that either party does not propose to amend shall be presumed to be jointly proposed for continued inclusion in any successor Agreement.~~ Upon receipt of such written notice and proposal, the other party shall promptly prepare and submit its proposals, and negotiations shall begin thereafter no later than March 1, ~~2019~~. ~~Either party shall have the right to re-open Article 9 (Salary) and/or Article 12 (Health and Welfare Benefits) for the 2018-19 fiscal year upon written notice to the other party.~~

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<sup>2</sup> This Article has been renumbered from XXI to XXII.