

ARTICLE 4 Evaluations

- SEIU agrees to change the yearly evaluation period from the months of March and April to coincide with the employee's anniversary hire date. Implementation date to be January 1, 2012.

ARTICLE 6 Hours of Employment

- **§ 6.18.2** ~~Any unit member whose shift begins at or after 1 pm up to and including 5 am shall receive a 5% shift differential.~~ **Unit members whose shifts include any hours before 6:00 am or after 7:00 pm Monday through Friday, and shifts with any hours on Saturday or Sunday, will receive a 5% shift differential on their whole shift.**

(See the shift differential schedule in Appendix I. This appendix supersedes all other appendices related to shift.)

- **§ 6.18.3** A unit member who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift **that does not qualify for a shift differential.** Temporarily shall mean **fifteen (15)** ~~twenty (20)~~ work days or less.
- **§ 6.18.5** The District will provide as much notice as is reasonably possible, **but not less than thirty working days notice to SEIU of a proposed deviation from the core hours specified in the Agreement.**

ARTICLE 7 Pay and Allowances

- SEIU will agree to 5.00% pay reduction for 2011-2012.
- For 2011-2012, for a full-time 261 day (12 month) employee the 5.00% Paid Time Off (PTO) would be 13 days, but this will be reduced to 11 days to adjust for the agreement balancing. PTO for part-time employees will be prorated as follows for employees who work less than 12 months and/or less than 1.0 FTE.
 - 161/171 day employees - 7 days
 - 217 day employee - 9 days
 - 238 day employee - 10 days
 - PTO will be further prorated for less than 1.0 FTE.
 - PTO days will be taken on:
 - Friday, July 8, 2011
 - Friday, July 15, 2011
 - Friday, July 22, 2011
 - Friday, July 29, 2011
 - Wednesday, November 23, 2011
 - Tuesday, January 3, 2012
 - Monday-Friday, March 19-March 25, 2012
 - PTO dates are flexible if days identified are not within employee's work calendar or with prior approval from supervisor and/or Superintendent/President or designee.
- No suspension of step and longevity increases.

ARTICLE 9 Health and Welfare Benefits

- SEIU will agree that classified employees electing the Blue Shield plan will pay the following monthly amounts: \$20/single, \$30/double, and \$40/family.

ARTICLE 13 Grievance Procedure

- No changes to this article.

ARTICLE 16 Fringe Benefits for Retirees

- No changes to this article.

ARTICLE 21 Disciplinary Action

- No changes to this article.

ARTICLE 23 Contracting Bargaining Unit Work

- § 23.1.2 The District shall only employ substitute and short-term employees (e.g. short-term/non-continuing or STNC's) in accordance with the provisions of the Education Code.
- § 23.1.3 The District agrees to work with SEIU in creating working definitions and guidelines for the following categories of workers: STNC's, student employees, professional experts, and volunteers. The date for these definitions and guidelines to be completed will be January 1, 2012.

CLEAN UP

- Section 3.4.1 will be changed to reflect law and reality.
- There will be a global change to the contract to create uniform terminology for supervisors, and to update references to job titles that have changed (e.g. Director of Human Resources to Vice President of Human Resources).

AGREED TO ON MAY 5, 2011 BY:

FOR THE DISTRICT'S TEAM:



Karen Furukawa

Vice President of Human Resources

FOR THE SEIU, LOCAL 1021 TEAM:



Alan Wintermeyer

SEIU President, Local 1021