

2019-20 through 2021-22 Tentative Agreement Between

Contra Costa Community College District and Public Employees Union, Local 1

After a series of negotiating sessions considering all 2019-20 re-openers, the Parties have agreed that all current articles of the Collective Bargaining Agreement remain the same, with the exception of the following:

COMPENSATION

The classified salary schedule shall be increased by 5% retroactively effective July 1, 2019, and by 3% effective July 1, 2020. For the 2021-22 fiscal year, the formula as delineated in this agreement will be used to determine what, if any, salary schedule change shall be effective July 1, 2021.

Each classified employee shall receive a one-time off-schedule bonus of \$500, prorated by months of service in 2018-19 and FTE.

Parties agree that only those members actively employed at the time of ratification and approval of this agreement shall be eligible for the one-time off-schedule bonus and any retroactive pay.

Parties agree that, for cost savings efforts, the health insurance plan referred to as the "Anthem HMO" plan shall cease to be offered effective with the fall 2019 open enrollment.

Parties agree that, for cost savings efforts, health insurance co-pays shall be increased by \$5 (i.e. \$15 office visits shall increase to \$20, \$5/\$15 prescription co-pays shall increase to \$10/\$20, etc.) effective with the fall 2019 open enrollment or the July 1, 2020, health insurance plan renewals, as allowed by the carriers.

Parties agree that, for cost savings efforts, effective with the July 1, 2020, health insurance plan renewals, or as soon as mutually agreed upon thereafter, a low-cost high-deductible health insurance plan, along with a health savings account (HSA) shall be offered. Parties shall work jointly to determine plan specifics including HSA amounts and any District contribution toward HSAs.

Parties agree that if any other District labor group reaches a total compensation agreement that exceeds 8% for the combined 2019-2022 fiscal years, compensation negotiations shall be automatically reopened.

Parties agree that the following shall replace Appendix K in its entirety:

Compensation: The parties agree to a three-year compensation plan. For 2019-20, salary schedules shall be increased by 5%. For 2020-21, salary schedules shall be increased by 3%. A formula will be used to determine salary changes for 2021-22.

Local 1 and CCCCDC remain committed to working in partnership to address financial challenges. Our goals include reaching the top third of the Bay 10 in total compensation for classified professionals while working collaboratively to improve district-wide efficiency and productivity.

2019-20:

- For the 2019-20 fiscal year, all Local 1 represented salary schedules shall be increased by 5%.
- District will cover its full share (94%) of any increase in health care premiums.
- District will cover its full share of any pension rate increases.
- District will cover step, column, and longevity increases.

2020-21:

- For the 2020-21 fiscal year, all Local 1 represented salary schedules shall be increased by 3%.
- District will cover its full share (94%) of any increase in health care premiums.
- District will cover its full share of any pension rate increases.
- District will cover step, column, and longevity increases.

2021-22:

Salary changes will be determined by the following formula. This formula allocates to employees 88% of all new, ongoing revenues as an increase in their total compensation. The *salary* increase will be based on all the money left after subtracting the costs of other compensation: benefits; pension increases; payroll tax increases; and step, column, and longevity increases.

The total dollars available for distribution are the Local 1 represented employees' percentage share of total labor expenses calculated as follows:

1) Added to the distribution amount is 88% of all new, unrestricted, on-going funds including but not limited to the following:

- a) 2020-21 State Statutory COLA and other new ongoing allocations.
- b) 2020-21 revenue growth resulting in total computational apportionment revenue exceeding the Student Centered Funding Formula hold harmless provision.
- c) 2021-22 State Statutory COLA and other new ongoing allocations.
- d) 2021-22 revenue growth resulting in total computational apportionment revenue exceeding the Student Centered Funding Formula hold harmless provision.
- e) Any benefit savings resulting from implementation of a Minimum Essential Coverage plan or plan design changes on existing plans, including shifting to Health Savings Accounts.
- f) 2020-21 and 2021-22 net savings realized through increased efficiency including productivity ratio improvements and savings from retirements.

2) Subtracted from the distribution amount are new, ongoing, Local 1 represented employees' compensation related expenditure increases, including but not limited to the following:

- a) 2020-21 salary increase of 3%.
- b) 2020-21 and 2021-22 "costs" of growth, to be calculated using the districtwide average FTES/FTEF productivity ratio, including apportionment-funded FTES not achieved in the academic year up to the District funded target.
- c) 2020-21 and 2021-22 District-paid health benefit premium increases.
- d) 2020-21 and 2021-22 cost of step-column-longevity increases.
- e) 2020-21 and 2021-22 District paid payroll tax (including but not limited to CalPERS and CalSTRS) increases.
- f) 2020-21 and 2021-22 net costs associated with other parts of any agreements related to compensation for Local 1 represented employees.

If the State's COLA percentage for 2021-22 is greater than the formula-produced salary increase for 2021-22, this agreement may be reopened.

This agreement does not prevent either side from reopening for 2021-22 if there are unanticipated, substantial changes in revenues or expenses.

---This denotes the end of new Appendix K---

20.2.3 Initial Step Placement: Employees who are new to the District and are in a unit position shall be placed on Step 1 of the appropriate range for that classification. Effective July 1, 2011, all classifications will be hired at Step 1. **Effective July 1, 2020, employees new to the District with equivalent full-time experience in the position into which they are hired shall be placed at up to Step 2 based on year-for-year step advancement for each full year of verified equivalent experience. Effective July 1, 2021, employees new to the District with equivalent full-time experience in the position into which they are hired shall be placed at up to Step 3 based on year-for-year step advancement for each full year of verified equivalent experience. Initial step placement shall not exceed Step 3.**

20.4.4.5 Employees Reimbursed for Out-of-Pocket Co-Pays: ~~\$35,000-\$65,000~~ per fiscal year will be set aside by the District to reimburse classified employees for the higher co-pays that became effective 7/1/2003 **and again from 2019-20 negotiations.** These funds will be used on a first-come, first-served basis until the money is exhausted.

~~To be eligible, an employee must be covered by the District's medical plans. **and make less than \$60,000 annual salary in the preceding calendar year. Salary eligibility would be calculated based upon all District salary sources, including overtime, and would be calculated based upon the prior calendar year's Medicare-eligible wages as found in the W2 for the employee. New employees would have their monthly salary annualized to reflect what a full year's salary would normally be. In subsequent years, the calculation would be based on the W2 as noted above.**~~

20.4.7.4.3 Retiree Health Benefits for Employees Hired On or After August 1, 2005:
Employees hired on or after August 1, 2005...

Retiree Health Benefits for Employees Hired On or After July 1, 2020:
Employees hired on or after July 1, 2020, and their dependents will be eligible to continue receiving District sponsored medical and dental benefits under the current provisions until Medicare eligible. Once Medicare eligible, should the retiree elect to stay on any District sponsored health or dental plan, the retiree shall pay 100% of the district's cost for health and 100% of the dental fully insured premium equivalent*. Eligible dependents may stay in the district sponsored health or dental plan, once Medicare eligible, by paying 100% of the District's premium cost. The District shall also permit current and future retirees to purchase participation in VSP or EAP by paying for one or both at the premium rate specified by the carrier for District retirees. Voluntary retiree participation in any plan is subject to carrier approval.

24.5 **ALLOCATION OF FUNDS:** The District shall ~~allocate \$60,000 per year~~ **allocate funds as needed to replenish the beginning balance to \$120,000 each fiscal year**, which shall be allocated to the three colleges and the District Office based upon employee population at each location as indicated by the appropriate Datatel report issued by District Human Resources in May of each year. By recommendation to the Joint Central Committee, funds may be transferred from the original site allocation to another site.

17.1 **CHANGE OF ASSIGNMENT:** Any voluntary permanent change of assignment of **hours**, workstation or work location within the same classification at the same campus, or District Office.

17.1.4 Except in cases of emergency, change of assignment **of two (2) or less hours** shall not be made without five (5) work days' notice to the employee, **and change of assignment of more than two (2) hours shall not be made without ten (10) work days' notice to the employee, and the opportunity to meet and confer.**

11.4.2 **Transfer by Seniority:** The most senior willing, available and able transfer candidate on the eligibility list shall, if requested by the hiring supervisor or the employee, meet with the supervisor to tour the facility, review the desirable qualifications, discuss the vacant position, and the supervisor's expectations for the employee. After the interview, assuming one is held, the transfer candidate shall notify District Human Resources as to whether or not he/she is accepting the position. If the transfer candidate accepts the position, the transfer candidate's current immediate supervisor and the receiving supervisor shall work out the effective date of the transfer **not to exceed fifteen (15) working days after the transfer is accepted, unless mutually agreed to by all parties.** If the senior willing, available and able transfer candidate does not accept the position, the next senior willing, available and able transfer candidate on the eligibility list shall be contacted and the process noted in this section shall be repeated until the position is filled or no transfer candidates are left on the eligibility list.

11.4.4 Transfer Candidate Evaluation Period: A transfer candidate who accepts a transfer and subsequently begins employment in the new position shall be subject to review ~~and evaluation~~ by his/her immediate supervisor **once prior to the 15th working day, and again prior to the 30th working day during the first thirty (30) days worked** by the employee in the new position. If the supervisor rejects the employee during this thirty (30) work day period, the employee shall have the right to return to the position that the employee held immediately before moving into the new position. During this thirty (30) **working** day period, the employee and supervisor will meet to discuss the performance of the employee and to provide advice and assistance if needed.

17.4.1.2 Posting Out of Class Assignments: Out of Class Assignments that are expected to be **30-90** days or more shall be posted by the location where the assignment exists via a district-wide email notice and give employees five (5) working days to indicate interest in the Out of Class Assignment. *Notices shall contain at least a statement of minimum qualifications, desirable qualifications (if any), general job description, salary, deadline for applying, and if the assignment is due to a vacancy pending recruitment.*

Parties agree that out-of-class assignment information shall be tracked and reported back for 2022-23 negotiations and that Article 17.4.1.2 shall be an automatic reopener at that time.

Parties agree to strike the following language preceding Article 17.5: **The reclassification process as found in Article 17.5 will be postponed until the results of the classification study, also known as the "Hay" study, are implemented.**

Parties agree that the attached Appendix I shall replace the existing Appendix I in its entirety.

17.5 RECLASSIFICATION PROCESS: The purpose of this section is to provide a formal process for non-probationary employees to bring forward issues related to working outside of their classification descriptions. This process is conducted on an annual basis as indicated in Appendix I. District Human Resources shall facilitate the work of the Committee and communicate their decisions. **Once an employee has achieved permanency, that employee shall be eligible to apply for reclassification subject to process timelines without further restriction (this shall not apply to flex classifications).**

~~17.5.4.2 The Reclassification Committee shall receive and review the completed applications. Applicants who applied in the prior year but were not reclassified, shall include the prior year's application and the Committee shall consider this in its review. Each applicant will be notified in writing of the Committee determination as follows: request meets criteria; does not meet criteria; or more information is needed. Applications that meet the established criteria shall be referred for a classification study. If an application is denied, the Committee shall supply the reason(s). An applicant whose application is denied may appeal the decision under Section 17.5.5.~~

17.5.4.32 Classification Study: An outside classification consultant...

17.5.4.43 The Reclassification Committee will receive...

17.5.6 Step Placement Upon Reclassification: Upon successful reclassification, an employee whose assignment is changed to a position in a classification with a higher salary range shall advance to the step in the new salary range that provides at least a five percent (5%) salary increase over his/her previous scheduled salary. The employee shall then receive an additional step placement increment in lieu of retroactive pay. However, no employee may advance higher than the maximum step in the new salary range. The change in salary shall coincide with the change in classification.

7.6.1 The District will provide written notice to the Union of all new employee orientations at least ten (10) calendar days prior to the event. The District may provide less than ten (10) calendar days' notice to the Union in instances where there is an urgent need critical to the District's operation that was not reasonably foreseeable. In the event that the District provides less than ten (10) calendar days' notice and the Union is unable to attend the orientation because of the short notice, the Union will be provided with the opportunity to meet with new employees before or after the orientation for up to thirty (30) minutes during District time. **In any month in which a previously-scheduled new employee orientation is cancelled by the District, the District shall provide the Union with the names of scheduled attendees in classifications represented by the Union and the Union will be provided with the opportunity to meet with each new employee for up to thirty (30) minutes during District time at that employee's work site**

7.6.4 **The District shall within 30 days of hiring an employee make available electronically to the Union the job title; department; work location; work, home and personal cell phone number on file of the new hire. The District shall subsequently make available electronically updated Bargaining Unit information to the Union by July 15th and January 15th of each year or upon request from the Union for an additional update. In addition, the District shall make available electronically updated Bargaining Unit information to the Union** The updated information shall include the name; job title; work location; home address; work, home and personal cell phone number; and personal email address on file for District employees represented by the Union. If the District does not have the home and personal cell phone number or the personal email address on file, this information shall not be provided.

7.8 **ORGANIZATIONAL SECURITY:** The following organizational security provisions shall apply to all unit members.

7.8.1 ~~All unit members in the classifications listed in Exhibit A attached hereto shall, as a condition of initial employment and as a condition of continued employment for the duration of this contract, do the following:~~

~~7.8.1.1 — Become a member of Local 1, or;~~

~~7.8.1.2 — Pay a service fee and assessments to Local 1, or;~~

~~7.8.1.3 — If a conscientious objector within the criteria set forth below, pay an amount equal to Local 1's dues and other fees for service, to a non-religious charitable fund.~~

7.8.2 The District shall, ~~prior to or~~ at the time an individual's employment commences, furnish to each employee in the classifications listed in Exhibit A attached hereto a membership application/dues authorization ~~written statement of the above requirement, and an enrollment card provided by Local 1. that shall include substantially the following language:~~

~~"I authorize a payroll deduction from my wages in the amount certified by Local 1 to the District as proper monthly dues, assessments and/or other fees for other services provided by Local 1. I hereby elect that such deductions be applied as follows: (CHECK ONE)~~

~~A. For Local 1 membership dues. []~~

~~B. For an Agency shop fee to Local 1. []~~

~~I do not choose to be a member of Local 1 or have my agency shop fee deducted from my pay warrant. I agree to pay a monthly service fee, assessments and/or fees for other services directly to Local 1. I understand that Local 1 requires advance payment of six months service fee amount if such fees are not deducted from my pay warrants. I agree to provide Local 1 with such monies and also agree to submit to the District an acknowledgement of payment of an amount equal to six months agency shop fee and fees for other services provided by Local 1 within five days of signing this card. If such acknowledgment is not provided by me within five days, I agree that District may deduct and submit the monthly service fee and fees for other services provided by Local 1 from my pay warrant each month, and forward the sums to Local 1.~~

~~_____ (Name) _____ (Date)~~

WAIVER

~~I decline to have the District deduct any amounts from my pay warrants pursuant to the above provisions, and certify as follows:~~

~~1. I am a practicing member of a recognized religious body or sect that has historically held a conscientious objection to joining, or financially supporting, any employee organization. In lieu of paying any dues, assessments, service fees, or paying for any other services provided by Local 1, I agree to pay a monthly sum equal to such amounts to a non-religious charitable fund, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. I agree to provide Local 1 with proof of such belief and proof of such payment on a monthly basis, as a condition of the continued exemption from payment of membership dues or service fees and fees for other services to Local 1.~~

~~2. I agree that if a dispute between Local 1 and myself occurs as to the validity of my claimed exemption, or as to proof of my payment to a non-religious charitable fund as specified above, and the District is notified of such dispute by Local 1, the District shall deduct monthly an amount equal to the service fee, assessments and/or fees for any other service provided by Local 1 from subsequent pay warrants and will remit such amounts to Local 1 pending notification by Local 1 that the dispute has been resolved.~~

~~_____ (Name) _____ (Date)~~

7.8.2 Local 1 shall, by the 15th day of each month, provide the District with a listing of new or withdrawing union members, upon which listing the District shall take action to commence or cease deductions in that month. Local 1 hereby certifies that each employee whose name is presented for deductions has signed a written authorization which authorizes the Union to request that the District deduct from his/her salary or wages the amount specified by the Union. The Union has and will maintain an authorization on behalf of each such employee.

7.8.3 Local 1 agrees to furnish a "Certification Form" to the District, certifying the amount of Local 1 dues, ~~service fee~~ and fees for any ~~other~~ services provided by Local 1 **to bargaining unit members**. Such certification shall be furnished annually, and also upon any change in such dues, ~~or assessments, or service fees,~~ or upon determination of amounts representing any other services provided by Local 1. The certification shall contain substantially the following language:

"CERTIFICATION OF DUES, SERVICE FEES, **ASSESSMENTS,** FEES FOR ANY OTHER SERVICES PROVIDED BY LOCAL 1:

Local 1 certifies that the monthly dues ~~or service fee charge~~ for employees in the bargaining unit is \$_____.

Local 1 certifies that the fee, assessment and/or charge for other services provided by Local 1 for employees in the bargaining unit is \$_____.

The above amounts are to be deducted or paid by bargaining unit employees in the following manner:

Effective Date:
Date of Certification:
Date of Delivery to District:

(Authorized Officer)
SIGNATURE

7.8.4 Certification of changes in the amount of monthly dues, assessments, ~~service fees,~~ or fees for other services provided by Local 1 shall be delivered to the District by Local 1 at least 30 calendar days prior to the day pay warrants reflecting such changes will be issued.

7.8.5 District agrees that during the life of this contract, as provided in this Article, the District will deduct each month an amount equal to monthly and periodic dues, assessments, ~~service fees~~, and fees for other services provided by Local 1 in a uniform amount from the pay warrant of each ~~employee-union member~~ based upon the certification provided by Local 1 as set forth above.

~~7.8.6 No employee shall be terminated due to violation of this Article unless and until:~~

~~7.8.6.1 The employee is delinquent in making payments required, as set forth above;~~

~~7.8.6.2 The District is offered evidence by Local 1 that the employee has been notified by letter, with a copy to the District, which sets forth the following:~~

~~7.8.6.2.1 That the employee is delinquent in tendering the required dues, assessments, service fees, and/or fees for other services provided by Local 1.~~

~~7.8.6.2.2 Specifying the amount of such delinquency.~~

~~7.8.6.2.3 Notifying the employee that unless all delinquent amounts are tendered to Local 1 at their business office within 15 calendar days of the notification, the employee will be reported to the District for the commencement of termination proceedings.~~

~~7.8.6.3 After the 15-day period set forth in 7.8.6.2.3 above has elapsed, Local 1 must provide the District with evidence that the employee has not complied with the notification of delinquent dues, assessments or fees, and must further request the District to commence termination proceedings against the employee, in substantially the following language:~~

~~"Local 1 certifies that (the employee's name) has failed to tender either uniformly-required Local 1 dues, assessments, service fees and/or fees for other services provided by Local 1 required as a condition of that employee's continued employment under the existing contract between Local 1 and the District, after a written notification to do so. Pursuant to the terms of the contract, Local 1 demands the District commence termination proceedings against (the employee's name)."~~

7.8.76 Local 1 agrees the District shall not be liable to Local 1 pursuant to this Article for the payment of any sums other than those constituting actual deductions from the pay warrants of ~~employees-union members~~ made pursuant to this Article.

7.8.87 Local 1 agrees...

7.8.8 PEOPLE Deduction

The District agrees to deduct voluntary contributions to the American Federation of State, County and Municipal Employee's International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee, upon receipt of an individual written authorization card, voluntarily executed by the employee.

Monies deducted shall be remitted to the Union within thirty (30) days of the date they are deducted.

Payments shall be made to the Treasurer of PEOPLE and transmitted to the address provided by AFSCME.

The District shall make available to Local 1/AFSCME a report identifying individual contributors.

An employee shall have the right to revoke such authorization at any time by giving written notice to the District. The District's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues deductions.

26.1 **LENGTH OF AGREEMENT:** Unless otherwise indicated, this Collective Bargaining Agreement between the District and Local 1 shall be effective from July 1, ~~2015, 2019~~ through June 30, ~~2018, 2022~~ and all provisions shall remain in full force and effect through the close of the workday on June 30, ~~2018-2022~~.

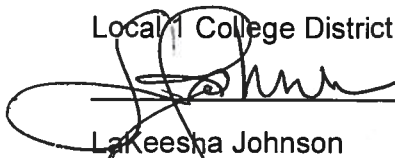
26.3 **REOPENERS:** Other than those previously identified, the contract is subject to reopeners by mutual agreement of the Parties. ~~For the duration of the contract each fiscal year the contract is subject to reopeners. In each of these years, the salary schedule and the District's contributions towards health benefits premiums, one article each party designates, and other mutually agreed upon issues will be reopened. In addition, the Parties agree that longevity pay, catastrophic leave bank, review of language for clarification purposes and compressed calendar shall be automatically reopened for 2016-2017.~~

 8/22/19
Date

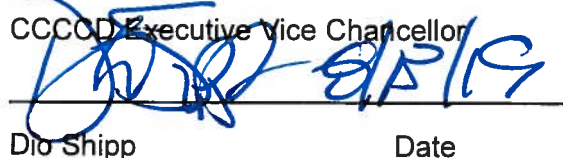
Local 1 College District Unit President

 8/13/19
Date

Gene Huff
CCCCD Executive Vice Chancellor

 8/22/19
Date

LaKeesha Johnson
PEU Local 1 Senior Business Agent

 8/13/19
Date

Dio Shipp
CCCCD Associate Vice Chancellor, CHRO

APPENDIX I RECLASSIFICATION PROCESS TIMELINE July to June

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|----------------------|--|
| July | <ul style="list-style-type: none">• Select committee.• Set calendar for the year – first week of July.• Select Training Committee.• Send informational notice to employees. |
| August | <ul style="list-style-type: none">• Training available – last week of August.• Classified Job Analysis Questionnaire available. |
| September | <ul style="list-style-type: none">• Employees working on reclassification applications. |
| October | <ul style="list-style-type: none">• Reclassification applications must be in the District Human Resources Office by end of second week of October.• Employees will send completed reclassification application packet to manager for input by the second week of October. Management input is due to District Human Resources by November 1. |
| November | <ul style="list-style-type: none">• District Human Resources assembles materials for Reclassification Committee members to include completed job analysis questionnaire, manager’s input, and Board approved job description. District Office HR Staff Member and Local One Unit President will review applications for completeness.• Send status notices. |
| December | <ul style="list-style-type: none">• External Consultant receives materials and begins job audits- December 1. |
| January-March | <ul style="list-style-type: none">• Audits continue. |
| April | <ul style="list-style-type: none">• Committee receives External Consultants results – first week of April.• Committee issues reclassification recommendation- April 30. |
| May | <ul style="list-style-type: none">• Appeal process begins. If successful, effective July 1 of upcoming fiscal year. |
| June | <ul style="list-style-type: none">• Classification results sent to the Chancellor for approval of the Governing Board and effective July 1. |

(Timeline may vary slightly from year to year)