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**Contra Costa Community College District and Local 1
2022-2023, 2023-2024 and 2024-2025 Tentative Agreement**

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**Contra Costa Community College District and Local One
2022-2023, 2023-2024 and 2024-2025 Tentative Agreement**

After a series of negotiating sessions, the Parties have agreed that all current articles of the Collective Bargaining Agreement remain the same, with the exception of those below. Approval of this Tentative Agreement by both Parties shall conclude negotiations for 2022-2023, 2023-2024, and 2024-2025, with exceptions as noted below.

I. COMPENSATION:

The parties agree to a three (3) year compensation plan.

For 2022-23, salary schedules shall be increased by 5% effective July 1, 2022, and 1.5% effective January 1, 2023. An additional one-time, 2% off schedule, prior to the application of salary raises will also be provided.

For 2023-24, and 2024-25, a formula will be used to determine salary changes.

2022-23:

- All Local 1 represented salary schedules shall be increased by 5% effective July 1, 2022;
- All Local 1 represented salary schedules shall be increased by an additional 1.5% effective January 1, 2023;
- All Local 1 represented employees shall receive an off-schedule, one-time bonus equivalent to 2% of annual salary based on current 2022-2023 salary schedules prior to the application of ongoing salary increases;
- 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.

2023-24:

Salary changes will be determined by the following formula. This formula allocates to Local 1 represented employees 84.24% 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 84.24% of all new, unrestricted, on-going funds including but not limited to the following:
 - a) 2022-23 State Statutory COLA and other new ongoing allocations.
 - b) 2022-23 revenue growth resulting in total computational apportionment revenue exceeding the Student Centered Funding Formula hold harmless provision.
 - c) 2023-24 State Statutory COLA and other new ongoing allocations.
 - d) 2023-24 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) 2022-23 and 2023-24 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) 2022-23 salary increase of 6.5%.
 - b) 2022-23 and 2023-24 "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) 2022-23 and 2023-24 District-paid health benefit premium increases.
 - d) 2022-23 and 2023-24 cost of step-column-longevity increases.
 - e) 2022-23 and 2023-24 District paid payroll tax (including but not limited to CalPERS and CalSTRS) increases.
 - f) 2022-23 and 2023-24 net costs associated with other parts of any agreements related to compensation for Local 1 represented employees.

If the State's COLA percentage for 2023-24 is greater than the formula-produced salary increase for 2023-24, this agreement may be reopened.

This agreement does not prevent either side from reopening for 2023-24 if there are unanticipated, substantial changes in revenues or expenses.

2024-25:

Salary changes will be determined by the following formula. This formula allocates to Local 1 represented employees 84.24% 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 84.24% of all new, unrestricted, on-going funds including but not limited to the following:
 - a) 2023-24 State Statutory COLA and other new ongoing allocations.
 - b) 2023-24 revenue growth resulting in total computational apportionment revenue exceeding the Student Centered Funding Formula hold harmless provision.
 - c) 2024-25 State Statutory COLA and other new ongoing allocations.
 - d) 2024-25 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) 2023-24 and 2024-25 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) 2023-24 salary increase, which shall be determined as specified in this agreement.
 - b) 2023-24 and 2024-25 "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) 2023-24 and 2024-25 District-paid health benefit premium increases.

- d) 2023-24 and 2024-25 cost of step-column-longevity increases.
- e) 2023-24 and 2024-25 District paid payroll tax (including but not limited to CalPERS and CalSTRS) increases.
- f) 2023-24 and 2024-25 net costs associated with other parts of any agreements related to compensation for Local 1 represented employees.

If the State's COLA percentage for 2024-25 is greater than the formula-produced salary increase for 2024-25, this agreement may be reopened.

This agreement does not prevent either side from reopening for 2024-25 if there are unanticipated, substantial changes in revenues or expenses.

II. ARTICLE 7: ORGANIZATIONAL RIGHTS

Article 7.9, Official Records, shall be amended as follows:

OFFICIAL RECORDS: Board minutes and fiscal reports approved by action of the Board shall be available for Local 1 review. The District shall furnish Local 1 with electronic copies of all official Board minutes and Board agenda "packet," excluding all confidential information or materials as defined by applicable law. If Local 1 members need hard copies, hard copies can be printed at the District or on District-owned equipment.

III. ARTICLE 8: MANAGEMENT RIGHTS

Article 8.6, Probationary Period, shall be amended as follows:

PROBATIONARY PERIOD: All new regular employees hired on July 1, 2022 or after shall serve a six-month probationary period. Employees who are promoted into a classification shall serve a six-month probationary period. The exception to the six-month promotional probationary period shall be those classifications in Police Services. Promotional employees in these classifications shall have a one-year probationary period.

8.6.1 For promotional employees who are serving six-month probationary periods, performance evaluations shall be completed at the completion of the second (2nd) month, and fifth (5th) month of service in the new promotional position. Services may be terminated at any time during the regular probationary period at the sole discretion of management.

8.6.2 All employees who are required to serve a six (6) month probationary period shall be evaluated at the completion of the second (2nd) month of service, and fifth (5th) month of service.

IV. ARTICLE 9: LEAVES

Article 9.1, Bereavement Leave, shall be emended as follows:

“Member of the immediate family” as used in this section means the mother, father, grandmother, grandfather, or grandchild of the employee or the employee’s spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law of the employee, or any relative or domestic partner (as defined in this contract) living within the immediate household of the employee. The above definition of family may be by blood, marriage, foster family, legal guardianship, a person who stood in loco parentis to an employee, or step family relationship.

Article 9.8, Quarantine Leave, shall be amended as follows:

QUARANTINE LEAVE: Regular classified employees shall receive salaries in full when quarantined and/or required to isolate by city or county health officers because of another’s illness, or their own illness. Such quarantine and/or required isolation must be verified by a physician or health officer prior to authorization.

Article 9.9.1, Holiday Leave, shall be amended as follows:

HOLIDAY LEAVE: Holiday leave provisions shall be as noted below:

Employees in the bargaining unit shall be entitled to the following holidays with pay providing the employee is in a paid status the immediate workday before or immediate work day following such holiday:

New Year’s Day
Martin Luther King’s Birthday
Lincoln’s Birthday
Washington’s Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
December 31

Article 9.14, Paternity Leave, shall be amended as follows:

PATERNITY LEAVE: An employee shall be entitled to use personal necessity leave (up to seven [7] days) and then be granted twelve (12) days of 50% pay in the event of medical disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from (to the mother of the employee’s child). The date on which the leave shall commence shall be determined by the employee and the physician caring for the mother of the employee’s child. Such time must be within reasonable time before or after the birth of the child.

New Fathers are also granted 12 weeks of paternity leave to help their partner recover from childbirth and bond with the new baby.

Article 9.16, Optional Catastrophic Leave Program shall be amended as follows:

9.16 VOLUNTARY EMERGENCY LEAVE PROGRAM:

9.16.1 Each fiscal year (July 1st), every permanent Local 1 represented employee may opt into or out of the catastrophic leave program by donating one day -of sick leave, vacation leave, or personal catastrophic leave. An employee must notify the District no later than June 1st of each year for changes effective that July 1st. Once an employee opts in, the employee will continue to be in the program and will automatically donate and have deducted one day -of the same type of leave each July 1 until the employee opts out or is no longer employed by the District.

Article 9.17.1.2, Family Leave shall be amended as follows:

9.17 FAMILY LEAVE: In the event of absence required by sickness of a member of the immediate family, the employee shall be entitled to up to seven (7) days of personal necessity to be taken out of sick leave.

9.17.1 Employees who have provided more than one (1) year of continuous full-time service may request and be provided up to four (4) months unpaid family leave within any 24-month period.

9.17.1.1 Family leave of absence may be taken due to birth or adoption of a child (must be taken within one year of birth or placement) or due to a serious illness of a child (natural, foster or adopted).

9.17.1.2 Family leave may be granted to care for a parent or spouse who is experiencing a serious health condition. The employee may be asked to use other paid leave prior to being placed on unpaid leave status.

V. ARTICLE 13: LAYOFF AND REEMPLOYEMENT

In accordance with Assembly Bill 438 and CA Ed. Code 88017, Article 13.3 shall be amended as follows:

NOTICE OF LAYOFF: Classified employees affected by layoff shall be notified in writing by March 15. When classified positions must be eliminated as a result of the expiration of a specially funded program (for example, categorical), the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights. Notice shall also be given to the Union.

VI. ARTICLE 17: ASSIGNMENTS

Article 17.4.2, Temporary Additional Duties, shall be amended as follows:

TEMPORARY ADDITIONAL DUTIES: Employees temporarily assigned to some, but not all, of the work of another higher-level classification within Local One for a period of five (5) consecutive workdays or more shall receive 5 % additional duties pay for the duration of the assignment. Employees temporarily assigned to some, but not all, of the work of a manager's classification for a period of five (5) consecutive workdays or more shall receive 10% additional duties pay for the duration of the assignment.

The duties to be assigned may come from a temporarily vacant position or, upon appropriate approval, from a project of defined scope and duration of no more than six (6) months. If the temporary additional duties assignment is required after the maximum 6-month period, the process may be re-initiated.

17.4.2.1 When the request for temporary assignment is submitted to District Human Resources, Local 1 will be copied. Local 1 may demand meet and confer prior to the start of the temporary assignment.

17.4.2.1.1 District Human Resources will provide Local 1 with a list of additional duty assignments on a monthly basis, prior to the additional duty assignments being presented to Governing Board.

17.4.2.2 The manager and employee shall meet and mutually agree on the temporary assignment.

17.4.2.3 Any deviation from the 5% or 10% additional compensation will be subject to meet and confer.

17.5.4 RECLASSIFICATION COMMITTEE

Article 17.5.4.3 shall be amended as follows:

17.5.4.3 The Reclassification Committee will receive and review the results of the classification study. The Reclassification Committee will take into consideration the recommendations of the outside consultant. Upon their review, the Reclassification Committee will meet to discuss the results of the classification study. The Outside consultant will be invited to the meeting to provide clarification and/or answer any questions from the Reclassification Committee. The decision to approve a reclassification must be unanimous. Each applicant will be notified in writing of the Committee determination. If the application is not approved, the Committee shall supply the reason(s). If the decision of the Reclassification Committee is not unanimous, or if the application is not approved, or the applicant does not agree with the decision, the applicant may appeal under 17.5.5.

FOR THE DISTRICT:

Micaela Ochoa

Micaela Ochoa (Dec 21, 2022 09:25 PST)

Micaela Ochoa _____ Date
Executive Vice Chancellor, Administrative Services

Laura C Benson

Laura C Benson (Dec 21, 2022 09:24 PST)

Laura Benson _____ Date
Chief Negotiator

FOR LOCAL ONE:

LaKeesha D Johnson 12/21/2022

LaKeesha D Johnson 12/21/2022 (Dec 21, 2022 02:02 PST)

LaKeesha Johnson _____ Date
AFSCME/L1 Union Representative

Brian Williams

Brian Williams _____ Date
AFSCME/L1 Vice President CCC

Teresa Towers

Teresa Towers _____ Date
AFSCME/L1 Vice President DVC

Sandra Mills

Sandra Mills (Dec 20, 2022 14:11 PST)

Sandra Mills _____ Date
AFSCME/L1 Vice President LMC

Jeanie R. Smith

Jeanie Smith (Dec 20, 2022 14:48 PST)

Jeanie Smith _____ Date
AFSCME/L1 Vice President DO