# 2015-2016 AGREEMENT BETWEEN THE PARTIES

# FINAL AT 2:30 P.M. ON SEPTEMBER 17, 2015

#### CONTRACT LANGUAGE TO IMPLEMENT THE SETTLEMENT

<u>Special Note:</u> New language is <u>denoted in red, bold and underlined</u>. Language being deleted from the CBA is <u>found in red and strikeout</u>. Titles and subtitles to sections throughout the CBA are <u>found in black, bold and underlined</u>, but they are not new language.

## **ARTICLE 20 – SALARY AND BENEFITS**

### 20.1 SALARY SCHEDULE

- 20.1.1 2015-2016 and 2016-2017: The Parties agree to a 2-year compensation package:
  - 20.1.1.1 2015-2016: The Local 1 salary schedule shall be increased by five percent (5%), retroactive to July 1, 2015. If any other bargaining unit in the District settles for an increase that exceeds five percent (5%) for the 2015-2016 fiscal year, the increased percentage above five percent (5%) shall be applied to the Local 1 salary schedule retroactive to July 1, 2015.
  - 20.1.1.2 2016-2017: The Parties automatically agree to reopen on salary taking into consideration new ongoing revenues and expenditures.
- 20.4 **INSURANCE:** All insurance programs are subject to carrier requirements for eligibility enrollment, and processing of claims.
  - 20.4.3 <u>District Payment of Premium Increases:</u> The District shall pay for any premium increases that occur during the 2005-06 fiscal years for any District-paid health and welfare programs outlined in this agreement. District payment of future premium increases in subsequent fiscal years shall be subject to the negotiations process as part of an overall total compensation package settlement.
    - 20.4.3.1 2015-2016: The District's contribution to health benefits will not change.
    - 20.4.3.2 Effective January 1, 2006, Local One bargaining unit members shall contribute 6% of District's premium costs for medical and dental insurance premiums only. For Local One members who are not full-time, the monthly cost means the net cost to the District after the employee's contribution.

## **ARTICLE 9 – LEAVES**

- 9.10 <u>VACATION LEAVE:</u> Employees are entitled to vacation allowance with pay. The base date for calculating vacation entitlement shall be established as the first (1<sup>st</sup>) of the month of employment if employed between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) calendar date of that month or the first (1<sup>st</sup>) of the following month if employed on or after the sixteenth (16<sup>th</sup>) calendar date of the month.
  - 9.10.12 Personal Catastrophic Leave Bank: Vacation accrual in excess of maximum (360 hours) will be converted to an employee's Personal Catastrophic Leave Bank. the employee's sick leave bank.
    - 9.10.12.1 Any hours in an employee's Personal Catastrophic Leave Bank may only be used after an employee has exhausted his/her regular sick leave.
    - 9.10.12.2 The District shall track any hours remaining in an employee's Personal Catastrophic Leave Bank of those employees who retire or separate.
    - 9.10.12.3 The hours rolled into an employee's Personal Catastrophic Leave Bank are not reportable to PERS or STRS.
- 9.10.13 Employees shall be notified when their accumulated vacation hours have reached 280 hours. Such notice shall be for the purpose of calling the employee's attention to the possibility of accumulation beyond the maximum allowed.

#### **ARTICLE 26 – DURATION**

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

Unless otherwise indicated, this Agreement between the District and the Union, due to expire June 30, 2013, is extended through June 30, 2016, and all provisions shall remain in full force and effect through the close of the day on June 30, 2016.

- 26.2 **FULL AND COMPLETE AGREEMENT OF THE PARTIES:** This Agreement constitutes the full and complete commitment between both **P**arties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the **P**arties in a written and signed amendment to this Agreement.
- 26.3 **REOPENERS:** 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, and one article each party designates, and other mutually agreed upon issues will be reopened. In addition, the Parties agree that

- longevity pay, catastrophic leave <u>bank</u>, and review of language for clarification purposes <u>and compressed calendar</u> shall be automatically reopened for <u>2016-2017</u>, <u>2015-2016</u>.
- 26.4 <u>CONTRACTING OUT:</u> The District agrees to study and to negotiate contracting out of projects which the Union considers as affecting classified unit employees. The Union shall notify the District of any such contracting issues that it wishes to negotiate.
- 26.5 <u>SIGNATURES: Union signatures of this Collective Bargaining Agreement shall be its Chief Negotiator and Members of the Local 1 Bargaining Team. Signatures for the District shall be its Chief Negotiator, Chancellor and President of the Board of Trustees.</u>

In witness whereof, the Union has caused this agreement to be signed by its Chief Negotiator and President, and the District has caused this Agreement to be signed by its Chief Negotiator, Chancellor and President of the Board of Trustees.

Mike West.

Local 1 College District Unit President

Gene Huff

CCCCD Executive Vice Chancellor

Rosie Roberts

PEU Local 1 Senior Business Agent

Dio Shipp

CCCCD Associate Vice Chancellor, CHRO