

2016-17 Tentative Agreement Between Contra Costa Community College District and Public Employees Union, Local 1

After a series of negotiating sessions considering all 2016-17 re-openers, the Parties have agreed that all current articles of the Collective Bargaining Agreement remain the same, with the exception of the following:

Compressed Calendar Statement

1. Local 1 is supportive of students being able to complete their educational objectives in a shorter amount of time leading to improved student retention and success.
2. Parties mutually agree that Local 1 shall be involved in operational decisions that may affect members.
3. If there are unanticipated contractual issues that need to be negotiated regarding a compressed calendar, they will be automatic negotiations re-openers.

ARTICLE 9 - LEAVES

9.16 ~~**CATASTROPHIC LEAVE:** The District shall allow employees to donate sick leave to individual employees who have suffered long term disabilities or illnesses. Donating employees shall retain a thirty (30) day balance of sick leave after their donation and may donate no more than twenty five (25) days of sick leave per year. The donation form can be obtained in the District Human Resources Office. A copy of the form can be found in Appendix B.~~

~~**OPTIONAL CATASTROPHIC LEAVE PROGRAM:** Employees shall be entitled to participate in an optional catastrophic leave program. The District shall maintain and manage eligibility for, participation in, and use of, the catastrophic leave program. A copy of the use request form can be found in Appendix B.~~

~~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 or vacation 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.~~

~~9.16.2 An employee may opt into family coverage by donating one additional day annually to cover use for family members. The employee must opt into employee coverage to be eligible for family coverage. Once an employee opts into family coverage, 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.~~

~~9.16.3 For purposes of calculations, a "day" shall be defined as the employee's normal, regular service day at the point of donation or usage. Changes in months of service and/or hours worked per week shall not be factored in donation or usage.~~

9.16.4 Program usage shall be subject to certain requirements.

9.16.4.1 Employee must first exhaust all available and eligible accrued leave (including, but not limited to; sick leave, extended sick leave, vacation leave, personal necessity leave, personal catastrophic leave) before becoming eligible to use catastrophic leave.

9.16.4.2 Employee must use any leave credits that he/she continues to accrue on a monthly basis prior to using catastrophic leave.

9.16.4.3 An individual employee may use the catastrophic leave program for a maximum of 60 days in any 10-year period.

9.16.4.4 An individual employee may use the catastrophic leave program for a maximum of three separate occurrences in any 10-year period.

9.16.4.5 For family coverage usage eligibility, family shall be defined as the negotiated definition of "immediate family" in Article 9.1.1.

9.16.4.6 For purposes of determining an occurrence, usage need not fall on consecutive days. An "occurrence" shall be defined as usage related to one eligible event and may include absences on nonconsecutive days for periodic or episodic treatments, etc.

ARTICLE 14 – EVALUATION

The Classified Evaluation Form (Appendix D) shall be amended for evaluations commencing January 1, 2017 and after. A new criterion "9" shall be added, using the existing rating scale with the addition of a "Not Applicable" check-box option.

9. Student Learning Outcomes: Assists in using and/or uses the results of the assessment of student learning outcomes to improve teaching and learning.

ARTICLE 16 – DISCIPLINARY ACTION

16.1 ~~DISCIPLINARY ACTION – GENERAL PROGRESSIVE INTERVENTION:~~ The District shall be committed to support and foster employee improvement by coaching, motivating, providing specific suggestions and directives to help improve an employee's performance or behavioral deficiencies, and address such issues at the earliest possible opportunity to assist in the employee's positive change. No letter of counseling, written warning, or reprimand shall be issued unless the immediate supervisor and/or appropriate manager has met, or showed a good faith effort to meet, with the employee (and L1 representation if desired by the employee) to discuss the issue(s) and identify option(s) to improve deficiency(ices). All efforts to improve an employee's performance or behavior will be documented and reviewed by the immediate supervisor to justify any additional level(s) of progressive intervention or discipline if warranted. All documentation of progressive intervention may be used in a disciplinary proceeding.

ARTICLE 20 – SALARY AND BENEFITS

20.4.7.1 Participation in Medicare: All employees who retire from District service and become Medicare-eligible (currently age 65) are required to enroll in a Medicare-coordinated plan. Failure to enroll in a Medicare-coordinated plan after receiving 30 days’ notice from the District of this requirement shall result in termination of health benefits. All persons ~~retirees from the bargaining unit~~ who receive health benefits from the District must provide evidence to the District that they have successfully enrolled in Medicare Part A or present documentation why they are not eligible to enroll. For retirees enrolled in District benefits the District will reimburse Medicare Part B for those retiring with Medicare Part A. ~~For retirees enrolled in District benefits, to be eligible for reimbursement for Medicare B, retirees must participate in a District-sponsored Medicare Coordinated/Advantage program for the period in which reimbursement is sought.~~

Benefits Premiums Co-Pays for Those Reduced in Time: Employees reduced in weekly hours of work (FTE) as a result of reductions in fiscal years 2010-11, 2011-12, and 2012-13, shall have the District’s share of the costs of benefits premiums restored to the level of the FTE for which they have permanency for the duration of their 63-month reemployment rights, plus an additional 12 months (75 months total), or until such FTE is restored or obtained rights are exercised or refused. District and Local 1 shall meet and agree on the list of eligible employees.

Compensation Reopener: Parties agree that if another employee group settles for additional compensation for 2016-17, Parties will automatically reopen on compensation.

Police Services Reopener: Parties mutually agree to automatically reopen Article 9 as it relates to holiday pay and schedule for police services officers.

ARTICLE 21 – SUMMER WORK SCHEDULE

21.2 WHEN IS THE SUMMER WORK SCHEDULE: The summer work schedule shall be ~~from~~ the Monday following the end of the spring semester through the Friday which falls two weeks before the start of the regular fall semester.

21.2.1 SPRING BREAK: The summer work schedule shall apply to the week designated as “spring break” and all provisions of this article shall also apply.



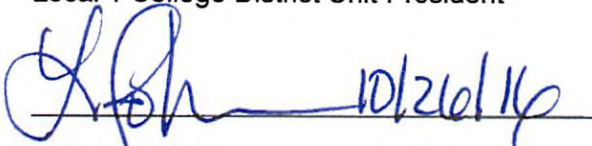
Mike West, Date

Local 1 College District Unit President

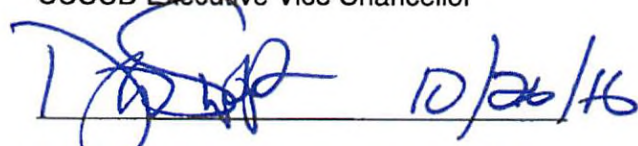


Gene Huff Date

CCCCD Executive Vice Chancellor



LaKeesha Johnson Date
PEU Local 1 Senior Business Agent



Dio Shipp Date
CCCCD Associate Vice Chancellor, CHRO