

2017-18 and 2018-19 Tentative Agreement Between

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

After a series of negotiating sessions considering all 2017-18 and 2018-19 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

In recognition of the support classified professionals have provided, and will provide in the future, as the District transitions to a "compressed calendar," and in lieu of other retroactive pay, each classified employee shall receive a one-time off-schedule bonus of \$1100, prorated by months of service in 2017-18 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. The classified salary schedule shall be increased by 3.00% effective July 1, 2018. Those classified employees who receive cash-in-lieu of medical benefits as of June 30, 2018, shall receive a one-time off-schedule payment of \$720 in consideration of capping cash-in-lieu effective July 1, 2018.

ARTICLE 7 – ORGANIZATIONAL RIGHTS

7.6 ~~**REQUESTS FOR DISTRICT INFORMATION:** Local 1 may obtain a roster of names and college location addresses of District employees from the District Human Resources Office no more than twice each fiscal year.~~

ORIENTATION AND MEMBER INFORMATION:

7.6.1 The District will make available a written statement to each new employee hired into a classification in any of the bargaining units represented by the Union, that the employee's classification is represented by the Union and the name of a representative of the Union.

7.6.2 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.

7.6.3 The new employee orientation notice provided to the Union will include the date, time, and location of the orientation.

7.6.4 Representatives of the Union will be permitted to make a presentation of up to thirty (30) minutes, and may provide written materials to new employees during a portion of the orientation for which attendance is mandatory.

7.6.5 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. 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.

7.6.6 The parties agreed that any disputes regarding changes in the New Employee Orientation process shall be subject to the Grievance Procedure of this CBA and shall be submitted at the First Formal Step of the Grievance Procedure.

ARTICLE 8 – MANAGEMENT RIGHTS

8.3 **EMERGENCY POWERS:** Local 1 recognizes and agrees that the District retains its rights to amend, modify or rescind policies and practices referred to in this Agreement in case of emergency. An emergency is considered an Act of God, a natural disaster, or other dire interruption of the District program (dire interruption shall not include strike by other employee organizations or students). ~~The Chancellor, College Presidents, or their designees may declare the scope and duration of the emergency. Employees released from duty due to a partial, complete building, or site closure will be eligible for paid administrative leave for regularly scheduled shifts for up to five work days. Employees working any or all of their regularly scheduled shifts during an emergency will be compensated at their regular rates.~~ Where an emergency is declared, the District shall immediately notify and consult with Local 1. Local 1 agrees it will abide by such emergency decisions of the Board during the time of the declared emergency.

ARTICLE 9 – LEAVES

9.9.4 It is agreed that certain positions or classes within the ~~Police~~, Payroll and Information Technology Services may be required, due to business necessity, to perform services on Board holidays during the Christmas recess period. The District shall notify the Union by November 1, concerning the positions, classes and individuals affected. Any employee required to work on such holidays shall be compensated at the overtime rate of time and one-half (1.5) in addition to his/her regular salary.

9.9.9 Where a holiday falls on a non-work day for an employee in the classification of Police Services Officer, that employee ~~may elect to will~~ be paid time and one-half in addition to regular salary ~~or to observe the holiday in lieu of holiday pay.~~

~~Should the employee elect to be paid rather than observe the holiday-in-lieu, the employee shall be paid time and one-half in addition to the regular salary for the first non-holiday workday following the holiday. That day will be designated as the alternate holiday on the employee's monthly absence report, and the employee he/she shall not receive an additional day off.~~

~~Should the employee elect to observe the holiday-in-lieu, Article 9.9.10 shall apply, with 14 days' advance notice to and upon approval of the supervisor.~~

9.9.12 Employees in the classification of Police Services Officer will be required to work on any holiday that falls on a regularly scheduled workday. They will be paid time and one-half in addition to regular salary for all holidays worked.

If two or more officers are working at the same assigned location and on the same day and hours regularly work the same day and hours (double coverage), one or more may elect to observe the holiday. The officer(s) with the highest seniority date electing to observe the holiday may will be granted holiday leave with supervisor approval. An officer whose request to observe the holiday is denied Officers will be permitted to may arrange for a voluntary substitutes by another Police Services Officer, with 14 days' advance notice to and upon approval of the supervisor. for their holiday shifts from the employees employed as Police Services Officers.

9.19 PARENTAL LEAVE: Members of the bargaining group may use up to 12 workweeks of sick leave to bond with a new child. An employee must have completed at least 12 months of permanent service with the District prior to the leave request date.

9.19.1 For Parental Leave eligibility, all accrued sick leave must be used first. When regular sick leave is exhausted, the leave status changes to 50% pay. Vacation leave can be used to supplement 50% pay.

9.19.2 Parental Leave must be taken within 12 months of birth, adoption, or foster care. This leave may be taken intermittently, but must be taken in blocks of at least two weeks, with the exception that shorter blocks of time can be taken twice.

9.19.3 If the leave is intermittent then the proposed schedule, including vacation (if applicable), must be attached to the Parental Leave request form.

ARTICLE 20 – SALARY AND BENEFITS

20.1.1.3 Effective July 1, 2018, the Local 1 salary schedule shall be increased by three percent (3%).

20.3 **LONGEVITY PAY:** The District shall provide to all regular monthly employees who have attained the appropriate full or partial fiscal years of continuous service the following longevity allowances above and beyond their regular salaries. The longevity pay allowance shall be based on the employee's step placement and shall exclude shift differential, if any.

20.3.1 2.5% above regular salary beginning with the 9th fiscal year of service

20.3.12 5% above regular salary beginning with the 11th fiscal year of service

20.3.23 7.5% cumulative above regular salary beginning with the 14th fiscal year of service

20.3.34 10% cumulative above regular salary beginning with the 20th 19th fiscal year of service

