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**TENTATIVE AGREEMENT
BETWEEN THE
COAST COMMUNITY COLLEGE DISTRICT
AND THE
COAST FEDERATION OF CLASSIFIED EMPLOYEES, LOCAL 4794**

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August 10, 2017

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This tentative agreement between is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties and is intended to resolve and reflect completion of negotiations for the successor agreement commencing July 1, 2017.

All language currently in effect as stated in the Agreement between the parties, is intended to remain unchanged except as proposed below.

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PREAMBLE

This Agreement is made and entered into this ~~15th~~ **10th** day of ~~July~~ **August**, 201~~5~~**7** by and between the Coast Community College District (hereinafter referred to as "District"), and the Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO, Local 4794 (hereinafter referred to as the "Federation").

[...]

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**ARTICLE 12
RECLASSIFICATION**

[This reclassification process shall be considered a Pilot Program to address procedural changes necessary for the implementation of the 2016 classification and compensation study. The Pilot language shall be in effect for one reclassification process cycle beginning July 1, 2017 and ending June 30, 2018. After the one-year Pilot cycle, the parties shall meet for the purpose of evaluating the effectiveness of the ~~proposed~~ process and ~~either negotiate the process for permanent implementation or~~ negotiate adjustments to ~~the process this article.~~]

Reclassification. In accordance with California Education Code Section 88001(f), reclassification means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position. (See Also Article 11, Section 11.2.E) More specifically, the parties agree that the reclassification process in this Article is established-intended to address-apply when there is a twenty percent (20%) or more permanent change in the position that significantly impacts any of the following: ~~the~~ level of responsibility; level of impact of the position on the unit, department or campus; reporting relationships; scope of duties; creativity/innovation; level of supervision received; supervision exercised; knowledge and skills required to perform the additional duties; change in time required to perform more complex tasks; problem solving; accountability; higher level responsibilities; amount and level of independent work required; or technical evolution of the job. All requests for reclassification will be examined within and between corresponding classifications to ensure internal equity among and between current classifications within the District.

52 **12.1 Applications.** Applications to request a reclassification of an employee's current position
53 will be made available through the District Office of Human Resources, ~~and available on the~~
54 ~~District's website,~~ in a yearly cycle beginning the first working day of August through the ~~close~~
55 ~~of the last week of October-September.~~ Incomplete applications shall not be considered. A
56 complete application shall include:

- 57
- 58 **A. A Reclassification Application Form (Appendix [redacted]) that specifies:**
- 59
- 60 **1. Specific position information related to how the employee's position**
61 **has evolved over time and what specific duties are believed to be**
62 **outside the scope of the currently held classification; and**
- 63
- 64 **2. A signed statement by the employee as to whether the duties that are**
65 **the subject of the reclassification request were (a) voluntarily**
66 **performed by the employee or (b) approved/directed to be performed**
67 **by the employee's immediate manager; and**
- 68
- 69 **B. A Position Analysis Questionnaire (Appendix [redacted]) signed by the employee**
70 **requesting reclassification and the employee's immediate supervisor; and**
- 71
- 72 **C. The employee's current job specification and the job specification the**
73 **employee is requesting placement into; and**
- 74
- 75 **D. A copy of the current organizational chart for the department the employee**
76 **works in.**

77

78 ~~A request for reclassification of the current position may be~~ Reclassification Application
79 Forms shall be submitted by the employee to the District's Office of Human Resources during
80 the window application period specified in 12.4. However, employees whose positions have
81 been reclassified cannot reapply within a ~~twelve (12) twenty four (24)~~ month period after the
82 effective implementation date of the reclassification. ~~The Office of Human Resources shall~~
83 ~~provide the forms to the employee upon request.~~ Probationary employees are not eligible for
84 reclassification.

85

86 **12.2** Reclassification Committee. A District-wide Reclassification Committee shall consisting
87 of four members, two classified members appointed by CFCE and two Human Resources
88 management members selected by the Vice Chancellor of Human Resources. ~~eight (8) ten~~
89 (10) members, plus two (2) alternates, (See also Section 12.5) will be professionally
90 annually trained by a mutually agreed upon classification consultant to periodically review
91 positions in the classified service in regard to the kind and level of service administratively
92 assigned. The committee will continue to review and make recommendations to establish
93 and/or designate appropriate classifications, to reclassify existing classifications, to
94 redesign responsibilities within the organization, and to assign a classification to a
95 position within the District's classification structure.

- 96
- 97 **A. Selection and Composition:** The Reclassification Committee shall be
98 composed of two (2) classified representatives selected by CFCE and two (2)
99 Human Resources management representatives selected by the Vice
100 Chancellor of Human Resources. Two alternates may also be selected by
101 each side to be used in the event of a recusal or the need for a replacement.

103 **B. Term Length: Starting July 1, 2017, committee members shall serve a 3-year**
104 **term. Committee members and alternates shall receive District mandated**
105 **training before serving on the Reclassification Committee. Committee**
106 **members may not serve consecutive terms and must rotate off of the**
107 **committee at the end of each 3-year term. Alternates serve one year terms**
108 **and may serve consecutive terms for up to three years.**

109
110 **C. Replacement: Should a member of the committee retire, resign, or otherwise**
111 **leave the employment of the District, or be unable to continue their term due**
112 **to an unforeseen circumstance, a replacement shall be selected in the same**
113 **manner as specified in 12.2.A.**

114
115 **D. Direct Conflict of Interest of Committee Member: Any member that has a**
116 **“direct conflict of interest” shall recuse themselves from the committee**
117 **during which time the deliberations and voting on the matter in which they**
118 **have a direct conflict is occurring. The meaning of “direct conflict of**
119 **interest” is defined as:**

120
121 **1. Any Committee member who occupies the same classification of the**
122 **employee(s) being reviewed.**

123
124 **2. Any Committee member who has the responsibility of immediate**
125 **supervision of the employee(s) scheduled for review.**

126
127 **3. Any Committee member whose own personal request is being**
128 **reviewed by the Committee.**

129
130 **4. Any Committee member who is personally related by blood or**
131 **marriage/domestic partnership/or living in the same household with**
132 **the employee making the classification or reclassification request.**

133
134 **5. Any Committee member who self-identifies that a conflict of interest**
135 **exists for personal reasons.**

136
137 **An alternate shall be appointed by the appropriate party to fill the vacancy**
138 **created by a recusal.**

139
140 **12.3 Preliminary Review by Human Resources.** When three (3) or more of the applications
141 for reclassification are received from employees in the same job classification or when fifteen
142 percent (15%) or more of the classification is requesting reclassification in unusually small or large
143 classifications, the ~~Manager of Recruitment and Staff Analysis in the~~ District ~~Office~~ Director
144 of Human Resources **and Recruitment and Employment Services** will review, in a timely
145 fashion, those applications to determine if there is a compensation/allocation issue versus a true
146 condition for reclassification.

147
148 If the contents of the applications suggest a compensation inequity rather than an actual change
149 in the assigned work, the District Office of Human Resources will recommend to the
150 Reclassification Committee that the applicants be removed from the reclassification process and
151 that a compensation study be performed for the job classification. Board approved comparable
152 districts will be used for such studies.

- 154 A. Applicants who move into a compensation study will be notified that their
 155 applications will be removed from the reclassification process and that a
 156 compensation study will be performed.
 157
 158 B. When feasible, the timeline for completing the compensation study will be
 159 consistent with the reclassification timeline in 12.4 of this article.
 160
 161 C. Decisions regarding increasing compensation will be based on achieving a median
 162 point in comparison to the comparable districts.
 163

164 **12.4 Reclassification Timeline^{2*}**

| | | |
|-----|-------------------------------------|--|
| 166 | 08/01 through 10/31 9/30 | Application <u>window</u> period ₂ |
| 168 | 11 10/1 through 12/10 | <u>Reclassification Committee establishes process and interview timelines. Human Resources application review. Managers notified of requests for reclassification review.</u> |
| 173 | 01/10 through 2/15 | <u>Manager of District Director, Human Resources and Recruitment and Staff Analysis completes Employment Services reviews incomplete applications, conducts initial analysis, and generates a preliminary review rating.</u> |
| 179 | 02/15 through 04/15 | Committee reviews applications, conducts interviews, <u>deliberates</u> and <u>submits forms</u> recommendations <u>representing a majority of</u> for the <u>Committee, to</u> Vice Chancellor of Human Resources. |
| 184 | 04/16 through 05/15 | Vice Chancellor of Human Resources <u>reviews recommendations and approves or rejects the recommendations of the Committee and then</u> notifies applicants of decision. |
| 189 | 05/16 through 05/31 | <u>Appeal/Reevaluation Request</u> period (not less than ten (10) working days). |
| 192 | 06/01 through 06/30 | <u>Appeal Interviews and Subsequent Submission for Re-evaluation of all of the materials and interviews takes place by with the Vice Chancellor of Human Resources. Approved reclassifications are submitted to the Board of Trustees for Approval ratification.</u> |
| 198 | 07/01 | Implementation of approved reclassifications and compensation alignment if applicable. |

201 *If any of the above deadlines fall on a weekend or holiday, the deadline shall be
 202 deemed to be the following business day.
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204 **12.5 Reclassification Process.**

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A. Human Resources Application Review

- 1. All Reclassification Applications received by September 30 (or following business day if falling on a weekend or holiday) will be reviewed by Human Resources to determine (1) if the application is complete and (2) that the duties provided for analysis are not currently within the employee's current job specification.**
- 2. Human Resources shall notify the manager (in writing) of employee(s) who have submitted a completed application for reclassification. Managers will be asked to submit any information related to the request that they would like the committee to consider. The manager's statement must be signed by an area administrator at the vice-president level or above.**
- 3. All applications identified by Human Resources as incomplete will be returned to the employee to complete and resubmit through the application deadline. After the application deadline, the District Director of Human Resources and Recruitment and Employment Services will notify employees with incomplete applications that their application is rejected from the reclassification process.**

B. Committee Application Review

- 1. All complete applications will have an initial rating conducted by the District Director of Human Resources and Recruitment and Employment Services using the licensed job measurement tool and will then be forwarded to the Reclassification Committee.**
- 2. The Reclassification Committee will divide into sub-committees of one classified committee member and one Human Resources management member to conduct a thorough review.**
- 3. The review shall include interviews and additional analysis in order to gain sufficient information about the position. Each employee will be interviewed by one Human Resources management representative and one classified representative from the committee. Employees will be asked a series of questions developed by Human Resources and the committee. Employees will be interviewed individually, followed by their manager, and may have a follow-up interview with the committee, if the committee deems it necessary.**
- 4. The committee shall then review the employee's application, Position Analysis Questionnaire (Appendix), written material (if any) submitted by the manager, and verify the factual information that will be applied to the licensed job measurement tool. Human Resources will apply the analytics from the committee recommendations (if any) to the job measurement tool.**

255 5. At a separate meeting, the committee will discuss the rating results of
256 their recommendation(s) and will vote to recommend or not recommend
257 the reclassification result to the Vice Chancellor of Human Resources
258 citing the specific job duties, data, and analytics the committee relied
259 upon and applied in forming its recommendation.

260
261 6. If the committee recommendation is to deny the reclassification request,
262 the committee shall identify higher level duties for removal from the
263 employee's assignment, if any, and may recommend any appropriate out
264 of class pay to be considered for a period not to exceed the previous
265 twelve (12) months. In order to qualify for out of class pay, the out of
266 class period and range must be specifically identified and there must be
267 verification that the individual actually performed the duties above their
268 current job classification a minimum of twenty percent (20%) of their
269 assignment.

270
271 7. If the committee is unable to reach consensus on an application, the
272 committee shall meet with the District Director of Human Resources and
273 Employee/Employer Relations, who shall cast the deciding vote.

274
275 C. Vice Chancellor of Human Resources Review and Determinations

276
277 1. The Vice Chancellor of Human Resources shall review all
278 reclassification application materials, JB Rewards analytics and
279 committee recommendations.

280
281 2. The Vice Chancellor of Human Resources shall make the final
282 determination as to which applications warrant reclassification and
283 shall notify each applicant in writing. If the decision is to confirm the
284 recommendation to deny the reclassification request, the Vice
285 Chancellor shall indicate whether there are higher level duties that
286 should be removed from the employee's assignment and whether
287 there is any appropriate out of class pay to be considered for a period
288 not to exceed the previous twelve (12) months.

289
290 If the Vice Chancellor denies a recommendation of the committee to
291 approve a reclassification, the reclassification committee shall be
292 notified of the denial within five working days. The reclassification
293 committee shall then issue a recommendation within five working
294 days identifying higher level duties for removal from the employee's
295 assignment, if any, and may recommend any appropriate out of class
296 pay to be considered for a period not to exceed the previous twelve
297 (12) months. In order to qualify for out of class pay, the out of class
298 period and range must be specifically identified and there must be
299 verification that the individual actually performed the duties above
300 their current job classification a minimum of twenty percent (20%) of
301 their assignment.

302
303 A. ~~Reclassification Committee Formation.~~ A District-wide Reclassification
304 Committee shall be established to act on employee requests for reclassification and
305 recommend modification, approval or disapproval of all reclassification requests. Findings

306 ~~and recommendations of this Committee shall be forwarded to the Vice Chancellor of~~
 307 ~~Human Resources for consideration and recommendation. The Reclassification~~
 308 ~~Committee shall be constituted by the Vice Chancellor of Human Resources, who will~~
 309 ~~appoint five (5) management members plus one (1) alternate; and five (5) classified~~
 310 ~~members plus one (1) alternate who will be appointed by the President of the Federation.~~

311
 312 B. First Phase – Pre-screening. The Reclassification Committee’s first task will be
 313 to pre-screen applications to determine whether or not the applicant’s request for
 314 reclassification has met the agreed upon minimum requirements for the process. The pre-
 315 screening will take place during a reclassification meeting and be performed in the
 316 following manner:

317
 318 1. The committee will be provided the original application with a control
 319 number, in place of the applicant’s name, which is assigned by the District
 320 Office of Human Resources. The applications will be divided evenly and
 321 provided to review teams for preliminary analysis.

322
 323 2. The screening teams will rank the anonymous applications based on
 324 the following three (3) step process:

325
 326 Step 1: Working in teams (Management representative and Classified
 327 representative), committee members will review the Description of
 328 Key Duties, as submitted by the reclassification applicant, using the
 329 applicant’s current job specification and requested job specification
 330 that provides examples of those duties. Duties not listed on the
 331 current job specification will be highlighted on the application.

332
 333 Step 2: Once the additional duties have been identified, committee members
 334 will determine whether or not the new duties represent an accumulation of
 335 responsibilities that are a higher level than the applicant’s current
 336 classification and at least a twenty percent (20%) change in assignment.

337
 338 Step 3: The committee members will complete the following matrix for each
 339 applicant to determine if the new duties support the applicant moving
 340 forward for the full job analysis/ reclassification review process:

| | <u>Yes</u> | <u>No</u> |
|--|------------|-----------|
| <u>The increased duties meet the following criteria:</u> | | |
| <u>a) Demonstrate a new scope of permanently assigned duties with a higher level of responsibility.</u> | | |
| <u>b) Provide examples of an increased level of complexity and/or difficulty in the scope of duties.</u> | | |
| <u>c) Demonstrate that a higher level of knowledge and skills are required to perform the new or additional duties assigned.</u> | | |

| | | |
|--|--|--|
| d) <u>Requires an increased amount of time to perform more complex tasks, problem solve and/or increased accountability.</u> | | |
| e) <u>Requires an increase in independently working and/or decision making.</u> | | |
| f) <u>Additional knowledge and/or training required to complete and perform tasks.</u> | | |

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3. The pre-screening teams will advance the reclassification applications as follows: Candidate scoring "yes" on three or more of the criteria will advance through the process; candidates scoring "yes" on two of the six criteria will be contacted for further clarification, and if appropriate, another review; candidates eliminated during pre-screening, will be notified of their "decline" to advance, in writing, by the Reclassification Committee.

C. Second Phase - Interview. A reclassification interview team consisting of a representative from both Management and the Federation will contact the reclassification applicants, who were forwarded after the pre-screening, to arrange for the employee to coordinate the interviews. The employee, Supervisor and Administrator will be interviewed by the team separately, with an equal time of forty five (45) minutes allotted per segment. The employees shall receive release time for the interview and travel time. Whenever possible, committee members will conduct the interviews on the campus where the applicant works. The interview will take place in a suitable location to ensure the privacy of the applicant.

D. Committee Deliberation. Following the interviews, a quorum of the full Reclassification Committee will review interview summaries from the interview teams, and will make a final determination on whether or not to recommend reclassification for each applicant. The committee's recommendations will be forwarded to the Vice Chancellor of Human Resources for final approval. When needed, the Reclassification Committee will recommend additional committee procedures to the Vice Chancellor of Human Resources regarding how the committee will operate.

1. If the Vice Chancellor of Human Resources disagrees with the recommendation of the District-wide Reclassification Committee, the Vice Chancellor will discuss his/her objections with the Reclassification Committee.

(a) If a reclassification request is not approved, the Committee will reconvene to validate the performance of out-of-classification duties and recommend realignment of responsibilities necessary to conform with the applicant's existing classification.

(b) If the recommended reclassification from the Reclassification Committee is not approved due to fiscal or organizational reasons, the recommendation will be returned to the Committee within ten (10) working days for review of any out-of-classification pay or realignment of responsibilities necessary to conform with the existing classification as in 1 (a) above. If modifications are made to a job specification,

384 ~~all members in that classification shall receive a revised job class~~
385 ~~specification, which will be provided by the Office of Human Resources~~
386 ~~Notification to the applicant, following the initial reclassification~~
387 ~~process, shall include: the committee minutes showing the discussion,~~
388 ~~motion and recommendation to the Vice Chancellor of Human Resources~~
389 ~~and the Vice Chancellor of Human Resources decision. If the Vice~~
390 ~~Chancellor of Human Resources disagrees with the committee a specific~~
391 ~~reason will be included.~~

392
393 **12.6 Reclassification Appeal/Reevaluation Process:**

394
395 **A.** In the event that an employee requesting reclassification disagrees with the
396 ~~recommendation of the District-wide Reclassification Committee or determination~~
397 ~~of the Vice Chancellor of Human Resources, the following procedure will be followed:~~

398
399 A. The employee will have ten (10) working days following receipt of the
400 ~~recommendation determination to appeal file a request for reevaluation~~ to the
401 Vice Chancellor of Human Resources. The Federation President or his or her
402 designee shall be in attendance at the time the Vice Chancellor of Human
403 Resources meets with the employee. The employee may make a personal
404 presentation and ~~release time the employee will be granted provided with time~~
405 ~~away from their assignment to attend the meeting.~~ If the appellant employee
406 is a member of the Office of Human Resources staff, the ~~appeal/reevaluation~~
407 ~~request~~ will be conducted by the Vice Chancellor of Administrative Services or
408 designee.

409
410 B. ~~All written and verbal information will be available for review and discussion~~
411 ~~by the The Federation President including applications, meeting minutes, and~~
412 ~~shall be provided all application materials, interview notes, and a summary of~~
413 ~~the committee recommendations~~ at the same time as notification to applicants.
414 ~~Observations and information provided by the Federation President or~~
415 ~~designee will be considered in the decision-making process.~~ The appellant
416 employee may have the assistance of ~~athe Federation representative~~ ~~President~~
417 ~~in the reevaluation process.~~

418
419 C. Within fifteen (15) working days of receiving the ~~appeal/reevaluation request~~, the
420 Vice Chancellor of Human Resources will make a final determination ~~after~~
421 ~~meeting with the employee, if the employee desires, and send a A~~ written
422 response ~~will be sent~~ to the appellant employee and the Federation President.
423 ~~The Vice Chancellor of Human Resources will consult with the immediate~~
424 ~~supervisor or area manager before making a final determination.~~ The
425 decision of the Vice Chancellor of Human Resources shall be final.

426
427 **4-D.** ~~If a committee recommended reclassification request is denied, within fifteen (15)~~
428 ~~working days, the Vice Chancellor of Human Resources shall reconvene the~~
429 ~~committee and return the recommendation for identification of any higher level~~
430 ~~duties for removal and recommend any appropriate out of class pay to be~~
431 ~~considered for a period, not to exceed the previous twelve (12) months.~~

433 ~~The out of class period and range must be identified and validation be made that~~
434 ~~the individual actually performed a minimum of twenty percent (20%) of their~~
435 ~~assignment, beyond their current job classification.~~

436
437 ~~The Vice Chancellor of Human Resources will consult with the area manager~~
438 ~~immediate supervisor area manager before making a final determination. The Vice~~
439 ~~Chancellor of Human Resources shall then respond in writing to the request within~~
440 ~~10 working days with a final determination. [Language incorporated above.]~~

441
442 ~~The decision of the Vice Chancellor of Human Resources shall be final.~~

443
444 ~~Vice Chancellor of Human Resources shall reconvene the Reclassification~~
445 ~~Committee within ten (10) working days and return the recommendation to the~~
446 ~~Reclassification Committee to identify any higher level duties for removal and~~
447 ~~recommend any appropriate out of class pay. The out of class period and range~~
448 ~~must be identified and validation be made that the individual actually performed a~~
449 ~~minimum of twenty percent (20%) of their assignment, beyond their current job~~
450 ~~classification.~~

451
452 **12.7 District Reclassification Decisions.** The reclassification decisions of the District shall
453 not be subject to the grievance procedure of this Agreement.

454
455 **12.8 Reclassification Forms.** Reclassification forms will be available on the District
456 websiteintranet (Navigator/Sharepoint).

ARTICLE 19. SALARIES

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19.1 Pay Rates

- A. **Regular Rate of Pay.** The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each classification as provided for in the salary schedule. The regular rate of pay shall not include any shift differential required to be paid under this Agreement.
- B. **Salary Reduction.** No employee will receive a salary reduction as a result of a change in the bargaining unit designation of the position which the employee holds. The employee will be Y-rated (see Article 11.1.I).

19.2 Longevity Pay (Effective 01/01/16-07/01/17)

- A. Regular Employees. Employees will be eligible for pro-rata longevity pay upon the completion of ~~four and one-half (4-1/2) twelve (12)~~ full years of continuous service. Longevity pay will begin in the following pay cycle. Employees eligible for longevity pay will be given credit for the longevity step they have earned as of June 30, 2017 (using both the annual salary and longevity amount) when placement is made onto the new 9-column salary structure in accordance with the 2016 classification and compensation results. Beginning July 1, 2017, employees will be eligible for a non-cumulative longevity payment as follows:

| | | |
|-------------------------------------|-----------------------|---------------------|
| 13 – 14 Years of Service | \$1,300.00 | per year |
| 15 – 19 Years of Service | \$2,000.00 | per year |
| 20 – 24 Years of Service | \$2,700.00 | per year |
| 25+ Years of Service | \$3,500.00 | per year |

Longevity payments will not increase with COLA. [Moved to 19.2.B below.]

- B. Method of Longevity Payment. Longevity pay will be provided on a monthly basis throughout the employee's work year as reflected in the "EL" Salary Schedule. Payments are. Eligibility is based on years of continuous classified service (see table below) to the District. Beginning July 1, 2017, employees will be eligible for a non-cumulative longevity payment as follows:

| Years of Service | Annual Longevity Payment |
|--------------------------|--------------------------|
| 13 – 14 Years of Service | \$1,300.00 per year |
| 15 - 19 Years of Service | \$2,000.00 per year |
| 20 - 24 Years of Service | \$2,700.00 per year |
| 25+ Years of Service | \$3,500.00 per year |
| <u>4.5</u> | <u>4.5% = .045</u> |
| <u>6.5</u> | <u>3.0% = .030</u> |
| <u>9.0</u> | <u>4.5% = .045</u> |
| <u>12.0</u> | <u>7.25% = .0725</u> |
| <u>17.0</u> | <u>10.0% = .1</u> |
| <u>22.0</u> | <u>13.0% = .13</u> |

Longevity payments will not increase with COLA.

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Example: Employee with nine (9) years of service:

.045% X \$24,270 = \$1,092.15/12 months = \$91.01 per month

C. Longevity Base Formula. Longevity pay is based upon the increment rates listed below. The rates apply to the annual salary up to the maximum longevity base of twenty four thousand two hundred seventy dollars (\$24,270) per year for the applicable year. The longevity base shall be increased each new fiscal year of this Agreement by any positive state-funded COLA percentage to determine the new maximum longevity base.

Example:

Previous New Maximum Longevity Base + (Previous Longevity Base x COLA) = State Funded Longevity Base

For example: 2010 Adjusted Base

\$24,106 + (\$24,106 x 0.68%) = \$24,270

19.3 Review of the Pay Plan.

- A. The salary ranges of all classifications and the internal relationships of classifications may be reviewed periodically by the District. The Federation will be consulted in advance of any overall review.
- B. A job specification shall be provided to the Federation when a new position is created or a current specification is altered, and to the employee whose position is affected.

19.4 Salary Schedules.

The parties agree to implementation of the 2016 classification and compensation study that includes a new nine (9) column salary structure (salary schedules EE, E0, and E1), which shall be retroactive to July 1, 2016 and implemented approximately three (3) months after ratification by CFCE membership and the Board of Trustees. Employees will be initially placed on the new salary schedule in accordance with the recommendations of the 2016 classification and compensation study that results in a minimum 1.5% salary increase for each employee.

A. Beginning July 1, 2013~~7~~ and continuing thereafter, Salary Schedule "E" Schedules EE, E0, and E1 shall be increased each fiscal year after adoption of the State Budget by the funded "percentage" known to the District as Cost of Living Adjustment (COLA) for California Community Colleges, plus fifty percent (50%) of the actual dollars allocated to the District for Growth in Full-Time Equivalent Students (FTES) for the prior year

550 divided by the total available general revenue (Exhibit C in the State Chancellor's
551 P-2 report) for the prior fiscal year. The result of the above calculations, expressed
552 as a percentage, will be applied to Salary Schedule "E."
553

554 **B. In addition, beginning on July 1 during each fiscal year of this Agreement, Salary**
555 **Schedules "EE," "E0," and "E1" shall be increased as follows:**
556

| | | |
|-----|------------------|-------------|
| 557 | <u>2017-2018</u> | <u>1.0%</u> |
| 558 | <u>2018-2019</u> | <u>1.0%</u> |

559
560 **C. Additionally, in each year of this Agreement, if any District employee bargaining**
561 **group receives an increase in compensation greater than the statutory COLA,**
562 **CFCE may request an immediate reopener on economic issues to negotiate**
563 **whether comparable adjustments should be given to the classified bargaining unit**
564 **or applied to the CFCE salary schedule "E" schedules EE, E0, and E1. [It is agreed**
565 **that Article 19.4(C) shall not be applicable during the term of this agreement.]**
566

567 **19.5 Itemized Warrants.** All regular warrants received by employees will be itemized in
568 accordance with the County Payroll Office procedures.
569

570 **19.6 Mileage.** Employees who are required to use their vehicles for District business shall be
571 reimbursed, in accordance with procedures, at the current mileage rate which is paid to other
572 employees of the District.
573

574 **19.7 Meals and Lodging.** Employees shall receive the same consideration and payment, in
575 accordance with District procedures, for required meals and lodging as are received by other
576 District employees.
577

578 **19.8 Movement on the Salary Schedule.** ~~(Change for current and future employees,~~
579 ~~effective July 1, 2007).~~
580

581 **Effective July 1, 2017, all movement on salary schedules EE, E0, and E1 will occur on July**
582 **1 of each year for all classified employees.**
583

584 ~~**Employees hired prior to April 1 of each year will move to the next step on the upcoming**~~
585 ~~**July 1. Employees hired on or after April 1 of each year will move to the next step the**~~
586 ~~**following July 1. All movement on the salary schedule will occur July 1 of each year for**~~
587 ~~**all employees.**~~
588

589 **19.9 Appointment in Acting Status/Working Out of Classification Pay.**
590

591 **A.** Appointment of individuals in an "acting" status will normally be allowed in an
592 emergency or when a situation exists where the incumbent in the position is
593 unavailable to perform the required functions. Arrangements for acting
594 appointments must be made with the Vice Chancellor of Human Resources.
595 Acting appointments shall not extend beyond three (3) months without review by
596 the Vice Chancellor of Human Resources, and subsequent approval by the Board
597 of Trustees.
598

599 **B.** Per Ed Code 88010, classified employees shall not be required to perform duties
600 that are not fixed and prescribed for the position by the governing board in

601 accordance with Section 88009, unless the duties reasonably relate to those fixed
602 for the position by the board, for any period of time that exceeds five (5) working
603 days within a fifteen (15)-calendar day period, except as otherwise authorized in
604 this Agreement or by law.

605
606 Any employee may be required to perform duties inconsistent with those assigned
607 to the position by the governing board for a period of more than five (5) working
608 days if his/her salary is adjusted upward for the entire period he/she is required to
609 work out-of-classification and in amounts that will reasonably reflect the duties
610 required to be performed outside his/her normal assigned duties.

611
612 **C. Project-Specific Assignment.** (A project-specific assignment is an assignment
613 specific to one project and shall not be considered an out-of-class assignment.)
614 An upward adjustment in pay may be warranted if the project requires higher level
615 duties not included in the employee's underlying classification and will be granted
616 for the specific period of the temporary project-specific assignment. Out-of-class
617 pay increases for Board approved special or project-specific assignments shall be
618 at a rate of seven and one half percent (7.5%) of the employee's monthly salary.
619 Employees serving in a project-specific assignment shall be provided and required
620 to sign a form that describes the nature and anticipated duration of the assignment
621 prior to its commencement.

622
623 **D. Out of Class Assignment.** When a classified employee has assumed the full
624 range of duties in a higher classification, the employee shall be placed on the
625 higher classification salary range at a step assuring an increase that most closely
626 equals or at least seven and one half percent (7.5%) above his/her current base
627 salary.

628
629 1. Classified employees who have assumed a full range of duties in a higher
630 classification shall not serve in the out-of-class assignment for more than one
631 year. However, the Vice Chancellor may make exceptions if District and
632 college demands warrant continuation of the assignment. In the event, the
633 employee shall receive up to an additional three percent (3%) for continuing
634 in the assignment, not to exceed the maximum salary in the new
635 classification.

636
637 2. Employees serving in out-of-class assignments shall be provided and
638 required to sign a form that describes the nature and anticipated duration of
639 the assignment prior to its commencement. For assignments where the
640 employee is serving in a higher classification and the assignment extends
641 beyond one (1) year, prior to requesting the extension, the immediate
642 supervisor will be required to evaluate the employee's performance in the
643 out-of-class assignment. Under no circumstances shall an out-of-class
644 assignment exceed two (2) years. Only employees with satisfactory
645 evaluations in the out-of-class assignment will be allowed to serve in that
646 assignment beyond one (1) year. However, satisfactory performance in an
647 out-of-class assignment does not guarantee that the employee will be
648 selected for the position in the event of a vacancy.

649
650 3. If an employee is extended into their second and final year of an out-of-class
651 assignment, the supervisor will be required to provide a second out-of-class

- 652 assignment form (see Appendix K) to the employee delineating the nature,
653 performance expectations, and expected duration of the continuing
654 assignment. The employee will acknowledge their agreement and
655 understanding by signing this form.
656
- 657 4. Each position may be filled with out-of-class assignments not to exceed two
658 (2) years in duration. At the end of two (2) years, a determination regarding
659 the position must be made.
660
- 661 E. Employees appointed permanently to positions in which they are currently serving
662 in acting status shall be given credit for time served toward satisfying the
663 probationary period, for salary advancement and seniority credit.

664 ARTICLE 20.
665 EMPLOYEE AND DEPENDENT BENEFITS COVERAGE.
666

667 **20.1 Definition of Eligible Employees.**
668

669 **A. Regular full-time and regular part-time employees will be eligible for benefits.**
670 **Individuals employed at seventy-five percent (75%) or more of a full-time**
671 **assignment are eligible for full coverage on the first of the month following**
672 **the date of hire; however, coverage will be effective on the first day of**
673 **employment if the employment date is the first of the month and it is a**
674 **scheduled work day for that employee. Dependent coverage will be available**
675 **in accordance with Section 20.1.B and 20.2.A-B of this article.**
676

677 **B. The District will share equally the premium costs for individuals employed**
678 **from fifty percent (50%) through seventy-four percent (74%). Dependent**
679 **coverage will be available in accordance with Section 20.2.A-B of this article.**
680

681 **20.2 Premium Costs.**
682

683 **A. Employee Premium. ~~The employee Effective July 1, October 1,~~ 2017**
684 **employees will contribute ~~half of one percent (0.5%-8%)~~ of the base annual**
685 **salary established by the salary schedule in effect on July 1st of the fiscal year, on**
686 **a ten (10) month basis. The balance will be paid by the District.**
687

688 Employees will be provided an option to decline coverage and will be exempt from
689 paying **half of one percent (0.5%)any amount toward benefits** provided they
690 sign a document stating they have other coverage and understand they may only
691 re-enroll during Open Enrollment or within thirty (30) days of losing ~~the~~ other
692 coverage. In that event, the District coverage would become effective the first day
693 of the month following the verified loss of the other coverage.
694

695 When two District employees are married to each other, are enrolled in the same
696 medical plan and have children enrolled in the same medical plan, the **half of one**
697 **percent (0.5%)** premium contribution will be waived for the employee who is listed
698 as a dependent; when there are no longer dependent children covered on the plan,
699 the employee who is listed as a dependent spouse will revert to his/her own
700 coverage and ID number and will not lose any rights and privileges as a benefits-
701 eligible employee or retiree.
702

703 **B. Dependent Premium.** The District will contribute a portion of dependent premium.
704 Employees with dependents will pay fifty dollars (\$50) per month through payroll
705 deduction on a ten (10) month basis.
706

707 **20.23 List of Benefits.**
708

709 *Note:* This article does not thoroughly describe the entire benefits package Classified employees
710 should refer to their insurance booklet for detailed coverage information.
711

712 During the duration of this Agreement, the District shall make available a benefits program
713 consisting of the following:
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A. Medical Coverage.

1. A Self-funded Plan (PPO) option (Delta Health Systems PPO) and a Health Maintenance Organization (HMO) option will be available to eligible employees.
Self-funded plan includes, but is not limited to, the following:
 - Preferred Provider Hospital Plan
 - Non-preferred Provider Hospital Plan
 - Preferred Provider Physician Plan
 - Out-patient Surgery
 - Second Surgical Opinion
 - Maternity Care Alternatives (Birthing Center)
 - Hospice Care Alternatives
 - Prescription Medication Card
 - Home Health Care Alternatives
2. ~~Self-funded Plan Deductible (PPO).~~ Annual plan deductible for the Self-funded Delta Health Systems PPO shall be two hundred fifty dollars (\$250) (\$200) per person per year; three hundred fifty dollars per individual and five hundred dollars (\$500) per family in network per year; five hundred dollars (\$500) per individual and seven hundred dollars (\$700) per family out of network per year effective October 1, 2002-2016.
2. Health Maintenance Organization (HMO). A Health Maintenance Organization (HMO) option will be available to eligible employees.
3. Medical Plan Handbook. A general description of all benefits shall be made available to all employees by the District. The master document will be on file in the Federation office as well as the District Benefits office.
- ~~4. 3. Health Maintenance Organization (HMO). A Health Maintenance Organization (HMO) option will be available to eligible employees.~~

B. Dental Insurance.

1. Employee premium paid by District.
2. Dependent premium paid by District.
3. Deductible will be fifty dollars (\$50) per person/per year, up to one hundred dollars (\$100) per family maximum.

C. Optical Insurance.

1. Employee premium paid by District.
2. Dependent premium paid by District.
3. Deductible will be five dollars (\$5.00) per person

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D. Life Insurance.

1. Employee premium paid by District.
2. Voluntary dependent life insurance coverage when available will be paid by the employee.

E. Salary Continuation Due to Disability.

1. **Short-Term Disability. (This Article supercedes supersedes any conflicting language found in Article 17) (This section coordinates with Article 17, Section 17.2.D.)** Employees **in active status** who have **been continuously employed for 12 months as a classified staff member (or have been continuously employed for 6 months as a classified staff member for pregnancy or a pregnancy related medical condition) attained permanency** and who are employed at fifty percent (50%) or more of a full-time **classified** assignment are eligible for short-term disability benefits at District expense **with appropriate medical documentation. Employees are eligible for short-term disability provided they have unused extended sick leave available, and have exhausted all earned and accrued sick leave, and while the employee is in the 100-working day elimination period for long-term disability benefits.**

Employees will be compensated **up** to a maximum of one hundred percent (100%) of salary, **which includes 50% pay drawn from the employee's extended sick leave bank and 50% short-term disability under this section(50%),** including shift differential and professional growth stipend in effect at time of disability. **Short term disability claims are subject to approval by the District's third party claims administrator. Eligibility for short-term disability benefits are also subject to a mandatory waiting period of fourteen (14) calendar days from the date the employee is placed off of work by a medical provider.**

[NOTE: Employees who are currently receiving short-term disability benefits on the date this Agreement is ratified and approved shall continue to receive short-term disability benefits under the term of the prior Agreement for the duration of that leave. All employees who begin receiving short-term disability benefits on or after the ratification/approval of this Agreement shall be subject to these provisions. This language does not go in the contract.]

2. **Long-Term Disability. (This Article supercedes supersedes any conflicting language found in Article 17) (This section coordinates with Article 17, Section 17.2.E).** Employees who have **attained permanency been employed continuously for 12 months as a classified staff member** and who are employed at fifty percent (50%) or **more** of a full-time assignment **and who have exhausted all earned,**

817 accrued, and extended sick leave and vacation leave are eligible to
818 apply for long-term disability benefits at District expense provided that a
819 completed application is submitted to and approved by the District's
820 third party claims administrator prior to the exhaustion of all eligible
821 leaves. Long-term disability coverage provides a benefit to qualified
822 disabled employees of up to sixty percent (60%) of pre-disability earnings
823 upon completion of a one hundred (100) working-day waiting period.
824 Certain limitations will apply, such as a maximum benefit period of twenty-
825 four (24) months applying to mental/nervous conditions and that income
826 received from other sources may be deducted from the sixty percent (60%)
827 benefit. Long-term disability claims are subject to approval by the insurance
828 company that provides the benefit.

829
830 [NOTE: Employees who are currently receiving long-term
831 disability benefits on the date this Agreement is ratified and
832 approved shall continue to receive long-term disability
833 benefits under the term of the prior Agreement for the duration
834 of that leave. All employees who begin receiving long-term
835 disability benefits on or after the ratification/approval of this
836 Agreement shall be subject to these provisions. This language
837 does not go in the contract.]
838

839 **F. Parking.** One (1) parking permit will be supplied free of charge by the District to
840 each employee each semester.

841
842 **G. Health Promotion.** The District will make available to current employees
843 programs in health promotion and preventive health services.

844
845 1. A joint District/Federation committee shall be established to make
846 recommendations to the District on such programs.

847
848 2. This program is designed to minimize medical risks for the employees.
849 Participation is voluntary and is intended to enhance, not duplicate,
850 existing insurance benefits.

851
852 **H. Employee Assistance Programs.**

853
854 1. The District will make available to current employees programs to assist
855 in such areas as chemical dependency and mental health.

856
857 2. Employees requiring treatment will be referred to agencies that are
858 independent of the District.
859

860 **20.3 Definition of Eligible Employees.**

861
862 **A. Regular full-time and regular part-time employees will be eligible for benefits.**
863 **Individuals employed at seventy-five percent (75%) or more of a full-time**
864 **assignment are eligible for full coverage on the first of the month following**
865 **the date of hire; however, coverage will be effective on the first day of**
866 **employment if the employment date is the first of the month and it is a**

867 ~~scheduled work day for that employee. Dependent coverage will be available~~
868 ~~in accordance with Section 20.1.B and 20.2.A-D of this article.~~

869
870 ~~**B. The District will share equally the premium costs for individuals employed**~~
871 ~~**from fifty percent (50%) through seventy-four percent (74%). Dependent**~~
872 ~~**coverage will be available in accordance with Section 20.2.A-D of this article.**~~

873
874 **[Moved to Article 20.1 above.]**
875

876 **20.4 Continuance of Insurance Benefits.**

877
878 **A. Leaves of Absence, Paid and Unpaid.** Employees on paid leave are considered
879 to be continuing employees and no interruption to the insurance benefit program
880 shall be imposed upon such employees. Employees on an unpaid leave extending
881 beyond ninety (90) days shall have the District paid insurance benefit program
882 terminated at the beginning of the month following the ninetieth (90th) day of leave,
883 except as otherwise required by law. An employee may continue insurance benefit
884 coverage for the remainder of the leave by paying the full premium expense(s) per
885 District procedure. Termination of employment for any reason shall result in
886 discontinuance of District-paid benefits on the last day of the month of employment
887 with the District, unless covered under another section of this Agreement.

888
889 **B. Death of the Employee.** The District will, for twenty-four (24) months from the
890 date of the employee's death, pay full premium medical, dental, and vision
891 insurance in force for dependents of a bargaining unit member who dies.

892
893 **C. Retirement with ten (10) or More Years of Service.** (See Article 21.1.B.2)

894
895 **D. Retirement Benefit Age Seventy (70) or Over.** (See Article 21.1.CD)

896
897 **20.5 Federation Recommendations regarding Fringe Benefit Program.**

898
899 **A.** The District will, as appropriate, seek recommendations and input from the
900 Federation regarding the fringe benefits program.

901
902 **B.** The District-wide Employee Benefits Advisory Committee has been established
903 with the primary objective of making recommendations to the District for
904 maximizing benefits while containing costs. The Committee will meet at least
905 quarterly and will report its activities and recommendations twice each year to the
906 Vice Chancellor of Human Resources.

907
908 **C.** The Federation will be asked to provide a representative to the District-wide
909 Employee Benefits Advisory Committee. The Committee will consist of
910 representatives from classified, faculty, management, and confidential employees.
911 The Committee shall include a proportionate number of classified employees to
912 other Committee representatives, meaning that no constituent group shall have a
913 greater number of representatives than classified employees. The committee will
914 be convened by the Vice Chancellor of Human Resources and will have as ex
915 officio members the District's Insurance Advisor(s) and the Vice Chancellor of
916 Finance and Administrative Services.

918 D. The Federation and the District agree that the self-insured employee benefits
919 coverage will continue to be evaluated for the purpose of maintaining or reducing
920 the District's out-of-pocket expenses.
921

922 **20.6 Referral to Employee Assistance Program.**
923

924 A. **Preamble.** The District and the Federation jointly recognize alcoholism, drug
925 abuse, and emotional problems as illnesses that are treatable. It is also recognized
926 that it is in the best interests of the employees, the District, and the Federation that
927 these illnesses be treated and controlled under the existing collective bargaining
928 relationship. Our sole objective is to help, not harm. This program is designed for
929 early intervention and rehabilitation, and not for employee discipline.
930

931 B. **Protocol.** The rights and benefits of this program shall be coordinated with other
932 benefits provided for in this article.
933
934

ARTICLE 21
RETIREMENT

21.1 Continuation of Insurance upon Retirement.

A. **Retirement with Fewer than Ten (10) Years of Service.** Employees who are fifty (50) years old and retire under PERS with less than ten (10) years, but have five (5) or more years of service to the District, may elect to continue their medical, dental, life, and optical insurance, including dependents, at their expense.

B. **Retirement with Ten (10) or More Years of Service Benefits.**

1. **Employees (seventy-five percent (75%) to one hundred percent (100%) assignment)-hired on or after January 1, 2018, will be eligible to retire with District paid benefits until age seventy (70) under the following conditions: 1) the employee retires from the District and PERS and is age sixty (60) or older; and 2) the employee has accumulated at least fifteen (15) years of continuous service with the District.**

a. **Retirees ages 65 and over must enroll in the United Health Care Medicare Advantage PPO or the Kaiser Senior Advantage HMO in order to remain eligible for continuation of benefits. The District funded Delta Health Systems PPO plan is not available to retirees after age 65.**

b. **Retirees must enroll in all available Medicare related programs as required by the District at age 65 in order to remain eligible for continuation of benefits.**

c. **All other provisions related to eligibility and cost listed in Article 21.1.C shall apply.**

2. **Employees (seventy-five percent (75%) to one hundred percent (100%) assignment) hired prior to January 1, 2017 and who are fifty-five (55) years old and retire under PERS with ten (10) or more years of service to the District shall retain medical, dental, life, and optical insurance, including coverage for their dependents, until the retiree reaches the age of seventy (70)- under the following conditions.**

a. **Once a retiree reaches age 65, they must enroll in the United Health Care Medicare Advantage PPO or the Kaiser Senior Advantage HMO in order to remain eligible for continuation of benefits. The District funded Delta Health Systems PPO plan is not available to retirees after age 65.**

b. **Retirees must enroll in all available Medicare related programs as required by the District at age 65 in order to remain eligible for continuation of benefits.**

- 985 c. For employees who retire between January 1, 2018 and June
986 30, 2019, and who enroll in the United Health Care Medicare
987 Advantage, are age 65 or older, and whose spouse or allowable
988 dependent is younger than the retiree, the spouse or allowable
989 dependent shall be permitted to remain on the District self-
990 funded Delta Health Systems PPO, as permitted in this
991 Agreement, until such time as the spouse or dependent
992 reaches age 65, at which time the spouse or dependent must
993 enroll in the United Health Care Medicare Advantage PPO or
994 Kaiser Senior Advantage HMO and all available Medicare
995 related programs as required by the District in order to remain
996 eligible for the continuation of benefits. It is the specific intent
997 of the parties that this language in Article 21.B.2(c) shall
998 sunset and be removed from the Agreement on June 30, 2019.
999
1000 d. All other provisions related to eligibility and cost listed in
1001 Article 21.1.C shall apply.
1002

1003 **C. Retiree Contributions toward Benefits.**
1004

1005 The District and the retiree will contribute towards costs in the same amount as specified in the
1006 Federation bargaining agreement in effect at the time of retirement. ~~However, changes~~Changes
1007 in plan design (such as co-pays, and plan options) will be the same for retirees as active
1008 employees. The retiree must submit payment to the District one (1) month in advance.
1009

1010 **GD. Retirement Benefit Age 70 or Over.**
1011

1012 Employees ~~(seventy-five percent (75%) to one hundred percent (100%) assignment) after~~
1013 ~~the conclusion of the 2001-2002 academic year and who retire under Article 21.1.B.2 on or~~
1014 ~~before December 31, 2017 have ten (10) or more years of service to the District,~~ shall receive
1015 an annual credit of up to four-thousand dollars (\$4000) to be applied only to the District Delta
1016 Health Systems Medicare Supplemental PPO Plan or \$3000 towards the United Health Care
1017 Medicare Advantage PPO at the age of seventy (70). The credit shall not apply to any HMO,
1018 Dental, Vision Care premium, or life insurance premium. The annual credit applies only to the
1019 retiree. If the retiree has a spouse or registered domestic partner at the time of death, the annual
1020 credit shall be transferred to the spouse or registered domestic partner and shall continue until
1021 the spouse's or registered domestic partner's death.
1022

1023 Employees who retire under Article 21.1.B on or after January 1, 2018 shall receive an
1024 annual credit of up to three thousand dollars (\$3,000) to be applied only to the UHC
1025 Medicare Advantage PPO at the age of seventy (70). The credit shall not apply to any HMO,
1026 Dental, Vision Care premium, or life insurance premium. The annual credit applies only to
1027 the retiree. If the retiree has a spouse or registered domestic partner at the time of death,
1028 the annual credit shall be transferred to the spouse or registered domestic partner and
1029 shall continue until the spouse's or registered domestic partner's death.
1030

1031 **21.2 Additional Recognition for Meritorious Service.** Classified employees who retire with
1032 at least ~~ten-fifteen (10 15)~~ years of service to the District, in recognition of their meritorious
1033 service, shall be granted the following:
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ARTICLE 17
LEAVES OF ABSENCE.

[...]

17.2 Sick Leave.

[...]

D. Short-Term Disability. ~~Classified eE~~ employees in active status who have completed **12 months (or six (6) months for pregnancy or a pregnancy related medical condition) of continuous, paid service as a classified staff member and who become totally disabled due to illness (including pregnancy or pregnancy related medical conditions) or injury may be eligible to receive short-term disability benefits. (See Article 20, Section 20.2(E)(1) for eligibility information.) An employee who is determined by a physician to be totally disabled for a period which exceeds fourteen (14) calendar days may receive short-term disability benefits. The benefit is paid only when an employee is entitled to extended sick leave and while an employee is in the one hundred (100) working day elimination period for Long Term Disability benefits. If approved, the employee receives fifty percent (50%) of their salary in the form of extended sick leave plus fifty percent (50%) of their salary in the form of short-term disability benefits totaling one hundred percent (100%) of their salary. The benefit is paid through District payroll. All claims are subject to review and the guidelines of the plan. This language is for reference only and any conflicting language is subject to and superseded by Article 20.2(E)(1).**

E. Long-Term Disability. Employees who have ~~attained permanency been employed continuously for 12 months as a classified staff member, and~~ who become totally and continuously disabled for a period of more than one hundred (100) working days, **who have exhausted all earned, accrued, and extended sick leave and vacation, and who submit a completed application prior to the exhaustion of all eligible leaves may be eligible to receive long-term disability benefits if approved by the District's third party claims administrator. (See Article 20, Section 20.2(E)(2) for eligibility information.) This coverage provides up to sixty percent (60%) of the salary the employee earned before becoming disabled subject to plan maximums. Long-term disability claims are subject to approval by the insurance company that provides the benefit. This language is for reference only and any conflicting language is subject to and superseded by Article 20.2(E)(2).**

[...]

ARTICLE 27.
AGREEMENT CONDITIONS AND DURATION.

27.1 Savings Clause. If any provision(s) of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in force and effect.

27.2 Replacement of Invalid Provision(s). In the event of invalidation of any article or section of this Agreement, the District and the Federation agree to meet and negotiate within thirty (30) days after such determination, for the purpose of arriving at a satisfactory replacement of such article or section.

27.3 Duration.

1100
1101 **A.** This Agreement shall become effective upon the execution by both parties, except as
1102 otherwise specified and shall continue up to and including June 30, 20179, the date of its
1103 expiration.

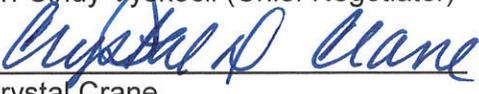
1104
1105 **B. Re-openers. The parties agree that for 2015-2016, either party may request to**
1106 **reopen Article 19 – Salaries and Article 20 – Employee and Dependent Benefits**
1107 **Coverage, plus any two (2) articles of choice.**

1108
1109 [NOTE: All appendices be will correctly numbered in order in the successor
1110 agreement.]

1111
1112 Coast Community College District

1113 

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1116 Dr. Cindy Vyskocil (Chief Negotiator)

1117 

1118
1119 Crystal Crane

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1122 Rex Randall Erickson, Attorney

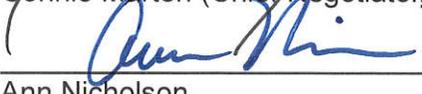
1123 

1124
1125 David Grant (Board President)

Coast Federation of Classified Employees
Local (CFCE)



Connie Marten (Chief Negotiator/**CFCE President**)



Ann Nicholson