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**REVISED PROPOSAL #4 FROM
THE COAST COMMUNITY COLLEGE DISTRICT
TO THE
COAST FEDERATION OF CLASSIFIED EMPLOYEES, LOCAL 4794**

November 15, 2016

Time: *Sent 4:45 11/15*
Via email

12/1
9:08

This proposal is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

This proposal is part of a package proposal that includes Article 12, Article 19, Article 20, and Article 21. Acceptance of each portion of this proposal is contingent upon acceptance of all other portions of this package proposal (i.e., Article 12, Article 19, Article 20, and Article 21). All components of this package proposal are required to be accepted for it to take effect. If counter-offers are submitted or any portion of this proposal or the proposals regarding Article 12, Article 19, Article 20, and Article 21 are rejected, then each portion of this package proposal shall be deemed to have been rejected as well. The offers set forth in this proposal are not being offered individually, but as part of a package proposal.

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

To preface this proposal, though the Coast District has an ending fund balance that would allow for large expenditures to be made on a one-time basis, rising costs for on-going expenditures remain a serious concern. The most current and on-going fiscal concerns center around the rising and uncontrolled costs of health benefits for current employees, significant increases to employer PERS and STRS contributions over the next 6 years, and the District's unfunded liability for retiree health benefits. This proposal reflects the District's fiscal circumstance up to September 8, 2016.

**ARTICLE 12
RECLASSIFICATION.**

Post implementation process

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~~ 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.

51 **12.1 Applications.** Applications to request a reclassification of an employee's current position
52 will be made available through the District Office of Human Resources, and available on the
53 District's website, in a yearly cycle beginning the first working day of August through the close
54 of the last week of September October. Incomplete applications shall not be considered. A
55 complete application shall include:

56
57 **A. A Reclassification Application Form (Appendix X) that specifies:**

58
59 **1. Specific position information related to how the employee's**
60 **position has evolved over time and what specific duties are**
61 **believed to be outside the scope of the currently held**
62 **classification; and**

63
64 **2. A signed statement by the employee as to whether the duties that**
65 **are the subject of the reclassification request were (a) voluntarily**
66 **performed by the employee or (b) approved/directed to be**
67 **performed by the employee's immediate manager; and**

68
69 **B. A Position Analysis Questionnaire (Appendix XX) 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** **Reclassification Application Forms**
79 **shall be submitted by the employee to the District's Office of Human Resources during the**
80 **application window period specified in 12.4. However, employees whose positions have been**
81 **reclassified cannot reapply within a twenty four (24) month period after the effective**
82 **implementation date of the reclassification. The Office of Human Resources shall provide the**
83 **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 consisting**
87 **of ten (10) members, plus two (2) alternates, (See also Section 12.5) will be professionally**
88 **trained by a mutually agreed upon classification consultant to periodically review**
89 **positions in the classified service in regard to the kind and level of service administratively**
90 **assigned. The committee will continue to review and make recommendations to establish**
91 **and/or designate appropriate classifications, to reclassify existing classifications, to**
92 **redesign responsibilities within the organization, and to assign a classification to a**
93 **position within the District's classification structure.**

94
95 **A. Selection and Composition:** **The Reclassification Committee shall be**
96 **composed of two (2) classified representatives selected by CFCE and two (2)**
97 **management representatives selected by the Vice Chancellor of Human**
98 **Resources.**

99
100 **B. Term Length:** **Committee members shall serve a 3-year term and**
101 **receive District mandated training before serving on the Reclassification**

Committee. Committee members may not serve consecutive terms and must rotate off of the committee at the end of each 3-year term.

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

D. [REMOVE IF A FORM IS AGREED TO WHICH INCORPORATES THIS.] Direct Conflict of Interest of Committee Member: Any member with a "direct" conflict of interest shall recuse him or herself from the committee during which time the deliberations and voting on the matter in which he or she has a direct conflict is occurring. The meaning of "direct conflict" is defined as:

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

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

3. Any Committee member whose own personal request is being reviewed by the Committee.

4. Any Committee member who is personally related by blood or marriage/domestic partnership/domicile to the employee making the classification or reclassification request.

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

An alternate shall be appointed by the appropriate party to fill the vacancy created by a recusal. *Where does the alternate come from?*

~~The Reclassification Committee will make recommendations regarding titles, job specifications and ranges for newly created positions, as well as review any requests for added responsibilities or removal of responsibilities to existing job specifications. Those changes in job duties made by the Office of Human Resources shall be reviewed by the committee to provide an opportunity for making recommendations before posting the position. A representative of the Office of Human Resources shall serve as clerical support to the Committee.~~

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

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

A. Applicants who move into a compensation study will be notified that their applications will be removed from the reclassification process and that a compensation study will be performed.

B. When feasible, the timeline for completing the compensation study will be consistent with the reclassification timeline in 12.4 of this article.

C. Decisions regarding increasing compensation will be based on achieving a median point in comparison to the comparable districts.

12.4 Reclassification Timeline and Process.*

| | |
|-------------------------------------|--|
| 08/01 through 10/31 9/30 | Application window period. |
| 10/1 through 12/10 | <u>Human Resources application review. Managers notified of requests for reclassification review.</u> |
| 11/1 01/10 through 2/15 | <u>Manager of Recruitment and Staff Analysis District Director, Human Resources and Recruitment and Employment Services reviews incomplete applications, conducts initial analysis, and generates a preliminary rating, and those which specify duties within the employee's current job specification with the Reclassification Committee</u> |
| 02/15 through 04/15 | <u>Committee reviews applications, conducts interviews, deliberates and forms recommendations for the Vice Chancellor of Human Resources.</u> |
| 04/16 through 05/15 | <u>Vice Chancellor of Human Resources reviews recommendations and notifies shall approve or reject the recommendation of the Committee and then notifies applicants of decision.</u> |
| 05/16 through 05/31 days). | <u>Appeal Reevaluation</u> period (not less than ten (10) working |
| 06/01 through 06/30 | <u>Appeal Interviews and Subsequent Re-evaluation of all of the materials takes place by the Vice Chancellor of Human Resources before Submission to Board of Trustees for Approval (if approved).</u> |
| 07/01 | Implementation of approved reclassifications and compensation alignment if applicable. |

205 *If any of the above deadlines fall on a weekend or holiday, the deadline shall be
206 deemed to be the preceding business day.

207 12.5 ^{prior} Reclassification Process.

209 A. Human Resources Application Review

- 211 1. All Reclassification Applications received by September 30 (or prior
212 business day if falling on a weekend or holiday) will be reviewed by
213 Human Resources to determine (1) if the application is complete and
214 (2) that the duties provided for analysis are not currently within the
215 employee's current job specification.
- 217 2. Human Resources shall notify the manager of employees requesting
218 reclassification, in writing, that an application has been submitted.
219 Managers will be asked to submit any information related to the
220 request that he/she would like the committee to consider. The
221 manager's statement must be signed by an area administrator at the
222 vice-president level or above.
- 224 3. All ~~complete~~ applications identified by Human Resources as
225 incomplete will be returned to the employee to complete up through
226 the application deadline. After the application deadline, the District
227 Director of Human Resources and Recruitment and Employment
228 Services will notify employees with incomplete applications that their
229 application is rejected from the reclassification process.

Send in
sooner to be
checked and
returned if not
complete

231 B. Committee Application Review

- 233 1. All complete applications will have an initial rating conducted by the
234 District Director of Human Resources and Recruitment and Employment
235 Services using the licensed job measurement tool and will then be
236 forwarded to the reclassification committee.
- 238 2. The reclassification committee will divide into sub-committees of one
239 classified committee member and one Human Resources management
240 member to conduct a thorough review.
- 242 3. The review shall include interviews and additional analysis in order to
243 gain sufficient information about the position. Each employee will be
244 interviewed by one management representative and one classified
245 representative from the committee. Employees will be asked a series of
246 questions developed by Human Resources and the committee.
247 Employees will be interviewed individually, followed by their manager,
248 and may have a follow-up interview with the committee, if the committee
249 deems it necessary.
- 251 4. The full committee shall then review the employee's application, Position
252 Analysis Questionnaire (Appendix XX), written material (if any) submitted
253 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).

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

6. If the committee is unable to reach consensus on an application, the committee shall meet with the District Director of Human Resources and Employee/Employer Relations and he/she shall cast the deciding vote.

C. Vice Chancellor of Human Resources Review and Determinations

1. The Vice Chancellor of Human Resources shall review all reclassification application materials, JB Rewards analytics and committee recommendations.
2. The Vice Chancellor of Human Resources shall determine which applications warrant reclassification and shall notify each applicant in writing of his/her decision.

A. Reclassification Committee Formation. A District-wide Reclassification Committee shall be established to act on employee requests for reclassification and recommend modification, approval or disapproval of all reclassification requests. Findings and recommendations of this Committee shall be forwarded to the Vice Chancellor of Human Resources for consideration and recommendation. The Reclassification Committee shall be constituted by the Vice Chancellor of Human Resources, who will appoint five (5) management members plus one (1) alternate; and five (5) classified members plus one (1) alternate who will be appointed by the President of the Federation.

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

1. The committee will be provided the original application with a control number, in place of the applicant's name, which is assigned by the District Office of Human Resources. The applications will be divided evenly and provided to review teams for preliminary analysis.
2. The screening teams will rank the anonymous applications based on the following three (3) step process:
Step 1: Working in teams (Management representative and Classified representative), committee members will review the Description of Key Duties, as submitted by the reclassification applicant, using the applicant's current job specification and requested job specification that provides examples of those duties. Duties not listed on the current job specification will be highlighted on the application.

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

Step 3: The committee members will complete the following matrix for each applicant to determine if the new duties support the applicant moving 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> | | |
| <u>d) Requires an increased amount of time to perform more complex tasks, problem solve and/or increased accountability.</u> | | |
| <u>e) Requires an increase in independently working and/or decision making.</u> | | |
| <u>f) Additional knowledge and/or training required to complete and perform tasks.</u> | | |

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

336 recommend additional committee procedures to the Vice Chancellor of Human Resources
337 regarding how the committee will operate.

338
339 1. If the Vice Chancellor of Human Resources disagrees with the recommendation
340 of the District-wide Reclassification Committee, the Vice Chancellor will discuss
341 his/her objections with the Reclassification Committee.

342
343 (a) If a reclassification request is not approved, the Committee will
344 reconvene to validate the performance of out-of-classification duties and
345 recommend realignment of responsibilities necessary to conform with the
346 applicant's existing classification.

347
348 (b) If the recommended reclassification from the Reclassification Committee
349 is not approved due to fiscal or organizational reasons, the recommendation
350 will be returned to the Committee within ten (10) working days for review of
351 any out-of-classification pay or realignment of responsibilities necessary to
352 conform with the existing classification as in 1 (a) above.

353
354 2. If modifications are made to a job specification, all members in that
355 classification shall receive a revised job class specification, which will be
356 provided by the Office of Human Resources.

357
358 3. Notification to the applicant, following the initial reclassification process, shall
359 include: the committee minutes showing the discussion, motion and
360 recommendation to the Vice Chancellor of Human Resources and the Vice
361 Chancellor of Human Resources decision. If the Vice Chancellor of Human
362 Resources disagrees with the committee a specific reason will be included.

363 364 **12.6 Reclassification ~~Appeal~~Reevaluation Process**

365
366 In the event that an employee requesting reclassification disagrees with the ~~recommendation of~~
367 ~~the District-wide Reclassification Committee or determination of~~ the Vice Chancellor of
368 Human Resources, the following procedure will be followed:

369
370 A. The employee will have ten (10) working days following receipt of the recommendation
371 to appeal file a request for reevaluation to the Vice Chancellor of Human Resources.
372 The Federation President or his or her designee shall be in attendance at the time the
373 Vice Chancellor of Human Resources meets with the employee. The employee may
374 make a personal presentation and release time will be granted. If the appellant is a
375 member of the Office of Human Resources staff, the appeal reevaluation request
376 will be conducted by the Vice Chancellor of Administrative Services or designee.

377
378 B. All written and verbal information will be available for review and discussion by
379 the Federation President including applications, meeting minutes, and all
380 interview notes at the same time as notification to applicants. Observations and
381 information provided by the Federation President or designee will be considered
382 in the decision-making process. The appellant may have the assistance of a
383 Federation representative.

384
385 B C. Within fifteen (15) working days of receiving the appeal reevaluation request, the
386 Vice Chancellor of Human Resources will make a final determination and send a

387 written response to the appellant and the Federation President. The decision of the
388 Vice Chancellor of Human Resources shall be final.

389 **C D.** If a recommended reclassification request is denied, the Vice Chancellor of Human
390 Resources shall reconvene the Reclassification Committee within ten (10)
391 working days and return the recommendation to the Reclassification Committee
392 to identify any higher level duties for removal and recommend any appropriate
393 out of class pay. The out of class period and range must be identified and
394 validation be made that the individual actually performed a minimum of twenty
395 percent (20%) of their assignment, beyond their current job classification**[KL-1]**
396 President of CFCE shall (if desired) submit written documentation to the Vice
397 Chancellor of Human Resources (for his/her consideration) as to what duties
398 shall be removed from the assignment and/or a request for out of class pay to
399 be considered for a period not to exceed the previous twelve (12) months. The
400 Vice Chancellor of Human Resources will consult with the area manager before
401 making a final determination. The Vice Chancellor of Human Resources shall
402 then respond in writing to the request within 10 working days with a final
403 determination. The decision of the Vice Chancellor of Human Resources shall
404 be final.

405
406
407 **12.7 District Reclassification Decisions.** The reclassification decisions of the District shall
408 not be subject to the grievance procedure of this Agreement.

409
410 **12.8 Reclassification Forms.** Reclassification forms will be available on the District intranet
411 (Navigator/Sharepoint). Website

ARTICLE 19. SALARIES.

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).

A. Employees eligible for longevity pay, effective (3 months after date of ratification), will be given credit for the longevity step they have already earned (using both the current 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. In addition, employees will be eligible for a longevity structure as follows:

| | | | |
|--------------------------|------------|----------|--------------------|
| 15 - 19 Years of Service | \$892.50 | per year | (3.5% of \$25,500) |
| 20 - 24 Years of Service | \$1,402.50 | per year | (5.5% of \$25,500) |
| 25+ Years of Service | \$2,295.00 | per year | (9.0% of \$25,500) |

* For reference only: will not appear in the contract

Longevity pay will not increase with COLA.

Regular Employees. Employees will be eligible for pro-rata longevity pay upon the completion of four and one-half (4-1/2) full years of continuous service. Longevity pay will begin in the following pay cycle.

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 to the District.
(see table below)

| <u>Years of Service</u> | <u>Annual Longevity Payment</u> |
|-------------------------|---------------------------------|
| 4.5 | 1.5% = .015 |
| 6.5 | 3.0% = .030 |
| 9.0 | 4.5% = .045 |
| 12.0 | 7.25% = .0725 |
| 17.0 | 10.0% = .1 |
| 22.0 | 13.0% = .13 |

Example: Employee with nine (9) thirteen (13) 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:

$$\begin{array}{rcccl} \text{Previous} & & \text{Previous} & \text{State Funded} & \text{New Maximum} \\ \text{Longevity Base} & + & \text{Longevity Base} & \times \text{COLA} & = \text{Longevity Base} \end{array}$$

For example: 2010 Adjusted Base

$$\begin{array}{rcccl} \$24,106 & + & \$24,106 & \times 0.68\% & = \$24,270 \end{array}$$

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.

Subject to mutual agreement of the implementation of the JB Rewards Class and Compensation results that includes a minimum 1.5% equity increase, a new nine (9) eleven (11) column SALARY SCHEDULE EE shall be implemented approximately three (3) months after ratification by the CFCE membership February 1, 2017 retroactive to July 1, 2016 and employees will be placed on the new salary schedule in accordance with the recommendations from JB Rewards (District consultant).

Beginning July 1, 2013 and continuing thereafter, Salary Schedules EE, E0, and E1 "E" 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 divided by the total available general revenue (Exhibit C in the State Chancellor's P-2 report) for the prior fiscal year. The result of the above calculations, expressed as a percentage, will be applied to Salary Schedule "E."

Additionally, in eEach year of this Agreement, if any District employee bargaining group receives an increase in compensation greater than the statutory COLA, CFCE may request an immediate reopener on economic issues to negotiate whether comparable adjustments should be given to the classified bargaining unit or applied to the CFCE salary schedules s EE, E0, and E1 "E".

506 **19.5 Itemized Warrants.** All regular warrants received by employees will be itemized in
507 accordance with the County Payroll Office procedures.

508
509 **19.6 Mileage.** Employees who are required to use their vehicles for District business shall be
510 reimbursed, in accordance with procedures, at the current mileage rate which is paid to other
511 employees of the District.

512
513 **19.7 Meals and Lodging.** Employees shall receive the same consideration and payment, in
514 accordance with District procedures, for required meals and lodging as are received by other
515 District employees.

516
517 **19.8 Movement on the Salary Schedule. (Change for current and future employees,**
518 **effective July 1, 2007).**

519
520 Employees hired prior to April 1 of each year will move to the next step on the upcoming July 1.
521 Employees hired on or after April 1 of each year will move to the next step the following July 1.
522 All movement on the salary schedule will occur July 1 of each year for all employees. This
523 paragraph will cease to be effective on June 30, 2017.

524
525 Effective July 1, 2017, all movement on the salary schedule will occur on July 1 of each
526 year for all employees.

527
528 **19.9 Appointment in Acting Status/Working Out of Classification Pay.**

529
530 **A.** Appointment of individuals in an "acting" status will normally be allowed in an
531 emergency or when a situation exists where the incumbent in the position is unavailable to
532 perform the required functions. Arrangements for acting appointments must be made with the
533 Vice Chancellor of Human Resources. Acting appointments shall not extend beyond three (3)
534 months without review by the Vice Chancellor of Human Resources, and subsequent approval by
535 the Board of Trustees.

536
537 **B.** Per Ed Code 88010, classified employees shall not be required to perform duties that
538 are not fixed and prescribed for the position by the governing board in accordance with Section
539 88009, unless the duties reasonably relate to those fixed for the position by the board, for any
540 period of time that exceeds five (5) working days within a fifteen (15)-calendar day period, except
541 as otherwise authorized in this Agreement or by law.

542
543 Any employee may be required to perform duties inconsistent with those assigned to the position
544 by the governing board for a period of more than five (5) working days if his/her salary is adjusted
545 upward for the entire period he/she is required to work out-of-classification and in amounts that
546 will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

547
548 **C. Project-Specific Assignment.** (A project-specific assignment is an assignment
549 specific to one project and shall not be considered an out-of-class assignment.) An upward
550 adjustment in pay may be warranted if the project requires higher level duties not included in the
551 employee's underlying classification and will be granted for the specific period of the temporary
552 project-specific assignment. Out-of-class pay increases for Board approved special or project-
553 specific assignments shall be at a rate of seven and one half percent (7.5%) of the employee's
554 monthly salary. Employees serving in a project-specific assignment shall be provided and
555 required to sign a form that describes the nature and anticipated duration of the assignment prior
556 to its commencement. [Status quo.]

557 **D. Out of Class Assignment.** When a classified employee has assumed the full range of
558 duties in a higher classification, the employee shall be placed on the higher classification salary
559 range at a step assuring an increase that most closely equals of at least seven and one half
560 percent (7.5%) above his/her current base salary. (We'll need to change the form to add MOU
561 language.)
562

- 563 1. Classified employees who have assumed a full range of duties in a higher
564 classification shall not serve in the out-of-class assignment for more than one year.
565 However, the Vice Chancellor may make exceptions if District and college
566 demands warrant continuation of the assignment. In the event, the employee shall
567 receive up to an additional three percent (3%) for continuing in the assignment, not
568 to exceed the maximum salary in the new classification.
569
- 570 2. Employees serving in out-of-class assignments shall be provided and required to
571 sign a form that describes the nature and anticipated duration of the assignment
572 prior to its commencement. For assignments where the employee is serving in a
573 higher classification and the assignment extends beyond one (1) year, prior to
574 requesting the extension, the immediate supervisor will be required to evaluate the
575 employee's performance in the out-of-class assignment. Under no circumstances
576 shall an out-of-class assignment exceed two (2) years. Only employees with
577 satisfactory evaluations in the out-of-class assignment will be allowed to serve in
578 that assignment beyond one (1) year. However, satisfactory performance in an
579 out-of-class assignment does not guarantee that the employee will be selected for
580 the position in the event of a vacancy.
581
- 582 3. If an employee is extended into their second and final year of an out-of-class
583 assignment, the supervisor will be required to provide a second out-of-class
584 assignment form (see Appendix K) to the employee delineating the nature,
585 performance expectations, and expected duration of the continuing assignment.
586 The employee will acknowledge their agreement and understanding by signing this
587 form.
588
- 589 4. Each position may be filled with out-of-class assignments not to exceed two (2)
590 years in duration. At the end of two (2) years, a determination regarding the
591 position must be made.
592

593 **E.** Employees appointed permanently to positions in which they are currently serving in
594 acting status shall be given credit for time served toward satisfying the probationary period, for
595 salary advancement and seniority credit.
596

ARTICLE 20. EMPLOYEE AND DEPENDENT BENEFITS COVERAGE.

20.1 Definition of Eligible Employees. (Moved from 20.3)

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

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

20.2 Premium Costs.

CHANGES TO THIS ARTICLE WILL TAKE EFFECT THE SAME MONTH THAT THE CLASS AND COMP RESULTS ARE IMPLEMENTED.

A. Employee Premium. The employee's enrolled in the District's HMO plans will contribute half of one percent (0.5%) of the base annual salary established by the salary schedule in effect on July 1st of the fiscal year, on a ten (10) month basis. Employee's enrolled in the District's PPO plan will contribute 96/10 of one percent (.96%) of the base annual salary established by the salary schedule in effect on July 1st of any fiscal year, on a ten (10) month basis. The balance will be paid by the District. Employees will be provided an option to decline coverage and will be exempt from paying half of one percent (0.5%) any amount toward benefits provided they sign a document stating they have other coverage and understand they may only re-enroll during Open Enrollment or within thirty (30) days of losing the other coverage. In that event, the District coverage would become effective the first day of the month following the verified loss of the other coverage. When two District employees are married to each other, are enrolled in the same medical plan and have children enrolled in the same medical plan, the half of one percent (0.5%) or the 96/10 of one percent (.96%) premium contribution will be waived for the employee who is listed as a dependent; when there are no longer dependent children covered on the plan, the employee who is listed as a dependent spouse will revert to his/her own coverage and ID number and will not lose any rights and privileges as a benefits-eligible employee or retiree.

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

20.2 List of Benefits.

Note: This article does not thoroughly describe the entire benefits package Classified employees should refer to their insurance booklet for detailed coverage information. During the duration of this Agreement, the District shall make available a benefits program consisting of the following:

A. Medical Coverage.

1. **Self-funded Plan (PPO).**

This 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 shall be two hundred fifty dollars per individual and five hundred dollars per family in network (\$250/\$500) per person per year; five hundred dollars per individual and seven hundred dollars per family out of network (\$500/\$700) per family per year effective October 1, 2016.

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. **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

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.

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695 1. **Short-Term Disability.** This Article Replaces All Related Language Found in
696 Article 17 (This section coordinates with Article 17, Section 17.2.D.)
697 Employees who have attained permanency been employed 18 months of
698 continuous service as a classified unit member and who are employed at fifty
699 percent (50%) or more seventy-five percent (75%) of a full-time classified
700 assignment are eligible for short-term disability benefits at District expense.
701 Employees are eligible for short-term disability provided they have unused
702 extended sick leave available and have exhausted all earned and accrued
703 sick leave. *what about regular sick leave?*

704 Employees will be compensated up to a maximum of one hundred percent (100%)
705 of salary which includes 50% pay drawn from the employee's extended sick
706 leave bank (if available) and short-term disability (50%), including shift
707 differential and professional growth stipend in effect at time of disability. Short 7,
708 term disability claims are subject to approval by the District's third party
709 administrator. Eligibility for short-term disability benefits are also subject to
710 a mandatory waiting period of thirty (30) calendar days from the date the
711 employee is placed off of work.

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713 2. **Long-Term Disability.** (This section coordinates with Article 17, Section 17.2.E).
714 Employees who have attained permanency and who are employed at fifty percent
715 (50%) or more seventy-five percent (75%) of a full-time assignment and who
716 have exhausted all earned, accrued, and extended sick leave and vacation
717 leave are eligible for to apply for long-term disability benefits at District expense
718 provided that a completed application is submitted to the District's third
719 party administrator prior to the exhaustion of all eligible leaves. Long-term
720 disability coverage provides a benefit to qualified disabled employees of up to sixty
721 percent (60%) of pre-disability earnings upon completion of a one hundred (100)
722 working-day waiting period. Certain limitations will apply, such as a maximum
723 benefit period of twenty-four (24) months applying to mental/nervous conditions
724 and that income received from other sources may be deducted from the sixty
725 percent (60%) benefit. Long-term disability claims are subject to approval by the
726 insurance company that provides the benefit.

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

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

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734 1. A joint District/Federation committee shall be established to make
735 recommendations to the District on such programs.
736
737 2. This program is designed to minimize medical risks for the employees.
738 Participation is voluntary and is intended to enhance, not duplicate,
739 existing insurance benefits.

740
741 **H. Employee Assistance Programs.**
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1. The District will make available to current employees programs to assist in such areas as chemical dependency and mental health.
2. Employees requiring treatment will be referred to agencies that are independent of the District. **[Status quo.]**

20.4 — Employee Assistance Program

~~An Employee Assistance Program is a voluntary, confidential program that helps employees work through various life challenges that may adversely affect job performance, health, and personal well-being to optimize an organization's success. EAP services include assessments, counseling, and referrals for additional services to employees with personal and/or work-related concerns, such as stress, financial issues, legal issues, family problems, office conflicts, and alcohol and substance abuse. EAPs also often work with management and supervisors providing advanced planning for situations, such as organizational changes, legal considerations, emergency planning, and response to unique traumatic events.~~

1. ~~The District will make available to current employees programs to assist in such areas as chemical dependency and mental health. (Moved from H above) Our sole objective is to help, not harm. This program is designed for early intervention and rehabilitation, and not for employee discipline. (Moved from 20.6A)~~

2. ~~Referral to Employee Assistance Program?~~

3. ~~Protocol?~~

20.3 — Definition of Eligible Employees.

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

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

20.43 Continuance of Insurance Benefits.

A. Leaves of Absence, Paid and Unpaid. Employees on paid leave are considered to be continuing employees and no interruption to the insurance benefit program shall be imposed upon such employees. Employees on an unpaid leave extending beyond ninety (90) days shall have the District paid insurance benefit program terminated at the beginning of the month following the ninetieth (90th) day of leave, except as otherwise required by law. An employee may continue insurance benefit coverage for the remainder of the leave by paying the full premium expense(s)

per District procedure. Termination of employment for any reason shall result in discontinuance of District-paid benefits on the last day of the month of employment with the District, unless covered under another section of this Agreement.

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

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

D. Retirement Benefit Age Seventy (70) or Over. (See Article 21.1.C)

20.54 Federation Recommendations regarding Fringe Benefit Program.

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

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

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

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

20.65 Referral to Employee Assistance Program.

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

B. Protocol. The rights and benefits of this program shall be coordinated with other benefits provided for in this article. **[Status quo.]**

ARTICLE 21
RETIREMENT

1 Continuation of Insurance upon Retirement.

A. Employees hired after January 1, 2017, will only be eligible to retire with District paid benefits 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. All other provisions related to eligibility and cost listed in Article 21.1.D shall apply.

A.B. 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.C. Retirement with Ten (10) or More Years of Service. Employees who are fifty-five (55) years old and retire under PERS with ten (10) or more years of service to the District and were hired prior to January 1, 2017 shall retain medical, dental, life, and optical insurance, including coverage for their dependents, until the retiree reaches the age of seventy (70).

C-D. Retiree Contributions toward Benefits. The District and the retiree will contribute towards costs in the same amount as specified in the Federation bargaining agreement in effect at the time of retirement provided the retiree is enrolled in a District provided HMO plan. Individuals who retire after June 30, 2017, and who are enrolled in the District's PPO plan will contribute towards the costs in the same manner as specified in the Federation bargaining agreement in effect at the time of retirement plus pay an additional \$400 per month on a tenthly basis. Changes in plan design (such as co-pays, and plan options) will be the same for retirees as active employees. The retiree must submit payment to the District one (1) month in advance. Once a retiree reaches the age of 65, they are required to enroll in all Medicare related programs as directed by the District as a condition of remaining eligible for continued benefits.

How was this amount determined?

D-E. Retirement Benefit Age 70 or Over. Employees (seventy-five percent (75%) to one hundred percent (100%) assignment) who retire after the conclusion of the 2001-2002 academic year and have ten (10) or more years of service to the District prior to June 30, 2017 or fifteen (15) years or more of service as of June 30, 2017, shall receive an annual credit of up to four thousand dollars (\$4000) to be applied only to the District Medicare Supplemental Plan at the age of seventy (70). The credit shall not apply to any HMO, Dental, Vision Care premium, or life insurance premium. The annual credit applies only to the retiree. If the retiree has a spouse or registered domestic partner at the time of death, the annual credit shall be transferred to the spouse or registered domestic partner and shall continue until the spouse's or registered domestic partner's death.

21.2 Additional Recognition for Meritorious Service. Classified employees who retire with at least ten (10) years of service to the District, in recognition of their meritorious service, shall be granted the following:

A. Certificate for years of meritorious service to be presented by the Board of Trustees.

B. Lifetime library pass from the College library of their choice.

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C. Lifetime staff pass.

D. One (1) parking permit annually without charge.

~~E. Use of campus fitness facilities during hours of open access for active employees.~~