

District Proposal
9-8-16
3:43pm

PROPOSAL #3 FROM
THE COAST COMMUNITY COLLEGE DISTRICT
TO THE
COAST FEDERATION OF CLASSIFIED EMPLOYEES, LOCAL 4794

September 8, 2016

Time: 3:43pm

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.

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.

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

- A. An application on the District designated request form which shall include a signed statement by the employee as to whether the duties that are the subject of the reclassification request were (a) voluntarily performed by the employee or (b) approved/directed to be performed by the employee's immediate manager; and
- B. A completed position analysis questionnaire on the District designated form with signed by the employee requesting reclassification and the employee's immediate supervisor

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

12.2 Reclassification Committee. A District-wide Reclassification Committee consisting of ten (10) members, plus two (2) alternates, (See also Section 12.5) will be professionally trained by a mutually agreed upon classification consultant to periodically review positions in the classified service in regard to the kind and level of service administratively assigned. The committee will continue to review and make recommendations to establish and/or designate appropriate classifications, to reclassify existing classifications, to redesign responsibilities within the organization, and to assign a classification to a position within the District's classification structure.

A. **Selection and Composition:** The Reclassification Committee shall be composed of two (2) representatives of CFCE (selected by CFCE) and two (2) representatives of the District (selected by the Vice Chancellor of Human Resources). Individuals selected to serve as committee members must commit to a 3-year term and receive District mandated training.

88 B. Replacement: Should a member of the committee retire, resign, or otherwise
89 leave the employment of the District, a replacement shall be selected in the same manner.
90

91
92 C. Direct Conflict of Interest of Committee Member: Any member with a "direct"
93 conflict of interest shall recuse him or herself from the committee during which time the
94 deliberations and voting on the matter in which he or she has a direct conflict is occurring. The
95 meaning of "direct conflict" is defined as:
96

97 1. Any Committee member who occupies the same classification of the
98 employee(s) being reviewed.
99

100 2. Any Committee member who has the responsibility of immediate
101 supervision of the employee(s) scheduled for review.
102

103 3. Any Committee member whose own personal request is being reviewed
104 by the Committee.
105

106 4. Any Committee member who is personally related by blood or
107 marriage/domestic partnership/domicile to the employee making the classification or
108 reclassification request.
109

110 5. Any Committee member who self-identifies that a conflict of interest
111 exists for personal reasons.
112

113 An alternate shall be appointed by the appropriate party to fill the vacancy created by a recusal.
114

115 The Reclassification Committee will make recommendations regarding titles, job
116 specifications and ranges for newly created positions, as well as review any requests for
117 added responsibilities or removal of responsibilities to existing job specifications. Those
118 changes in job duties made by the Office of Human Resources shall be reviewed by the
119 committee to provide an opportunity for making recommendations before posting the
120 position. A representative of the Office of Human Resources shall serve as clerical support
121 to the Committee.
122

123 **12.3 Preliminary Review by Human Resources.** When three (3) or more of the applications
124 for reclassification are received from employees in the same job classification or when fifteen
125 percent (15%) or more of the classification is requesting reclassification in unusually small or large
126 classifications, the Manager of Recruitment and Staff Analysis District Director of Recruitment
127 and Employment Services in the District Office of Human Resources will review, in a timely
128 fashion, those applications to determine if there is a compensation/allocation issue versus a true
129 condition for reclassification.
130

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 Positions requests are received by Human Resources and put through preliminary analysis which may include a phone interview and/or desk audit to determine if further analysis is required.

The area manager of the employee requesting reclassification is notified in writing and asked to submit any information he/she would like the committee to consider.

~~11/1~~ 01/10 through 2/15 Manager of Recruitment and Staff Analysis District Director, Employment and Recruitment Services completes preliminary review of all completed submissions.

02/15 through 04/15 Committee reviews applications, conducts interviews, and submits recommendations representing a majority of the Committee, to Vice Chancellor of Human Resources, the application, position analysis questionnaire, written material (if any) submitted by the area manager, and the outcomes of the analytics that were performed using the

167 JB Rewards licensed program performed by District
168 Human Resources.

169 Committee discussion and deliberation takes place.

170 Committee vote takes place. If a consensus is not reached
171 by the Committee, the committee shall meet with the
172 District Director of Human Resources and
173 Employee/Employer Relations and he/she shall cast the
174 deciding vote.

175 The Committee provides a written recommendation
176 approving or denying the reclassification request with a
177 corresponding rationale.

178 04/16 through 05/15 Vice Chancellor of Human Resources reviews
179 recommendations and notifies shall approve or reject the
180 recommendation of the Committee and then notifies
181 applicants of decision.

182 05/16 through 05/31 Appeal period (not less than ten (10) working days).

183 06/01 through 06/30 Appeal Interviews and Subsequent Re-evaluation of all of
184 the materials takes place by the Vice Chancellor of Human
185 Resources before Submission for Board of Trustees
186 Approval.

187 07/01 Implementation of approved reclassifications and
188 compensation alignment if applicable.

189 12.5 — Reclassification Process.

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

198
199 B. First Phase — Pre-screening. The Reclassification Committee's first task will be to
200 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>		
a) <u>Demonstrate a new scope of permanently assigned duties with a higher level of responsibility.</u>		
b) <u>Provide examples of an increased level of complexity and/or difficulty in the scope of duties.</u>		
c) <u>Demonstrate that a higher level of knowledge and skills are required to perform</u>		

the new or additional duties assigned,		
d) Requires an increased amount of time to perform more complex tasks, problem solve and/or increased accountability,		
e) Requires an increase in independently working and/or decision making,		
f) Additional knowledge and/or training required to complete and perform tasks,		

~~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.~~

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

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

12.6 Reclassification Appeal Process

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

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

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

B C. Within fifteen (15) working days of receiving the appeal, the Vice Chancellor of Human Resources will make a final determination and send a written response to the

appellant and the Federation President. The decision of the Vice Chancellor of Human Resources shall be final.

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

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

12.8 Reclassification Forms. Reclassification forms will be available on the District 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 [NA2]

~~A. 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 based on years of service (see table below)~~

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

$$\text{.045\%} \times \$24,270 = \$1,092.15/12 \text{ months} = \$91.01 \text{ per month}$$

~~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:~~

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

~~For example: 2010 Adjusted Base~~

$$48 \quad \underline{\underline{\$24,106}} + \underline{\underline{\$24,106}} \times \underline{\underline{0.68\%}} = \underline{\underline{\$24,270}}$$

349 In Lieu of longevity pay, the District shall implement a new 9 column salary structure.

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

353 B. Method of Longevity Payment. Longevity pay will be provided on a monthly basis
 354 throughout the employee's work year as reflected in the "EL" Salary Schedule. Payments are
 355 based on years of service (see table below)

<u>Years of Service</u>	<u>Annual Longevity Payment</u>
<u>4.5</u>	<u>1.5% = .015</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>

356
 357 Example: Employee with nine (9) years of service:

$$358 \quad \underline{\underline{.045\%}} \times \underline{\underline{\$24,270}} = \underline{\underline{\$1,092.15/12 \text{ months} = \$91.01 \text{ per month}}}$$

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

364 Example:

$$365 \quad \underline{\underline{\text{Previous}}} \quad \left(\underline{\underline{\text{Previous}}} \quad \underline{\underline{\text{State Funded}}} \right) \quad \underline{\underline{\text{New}}}$$

366 Maximum

$$\text{Longevity Base} + \text{Longevity Base} \times \text{COLA} = \text{Longevity Base}$$

For example: 2010 Adjusted Base

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

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.

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. **Eligibility is** based on years of **continuous classified service to the District.** ~~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 [Previous State Funded New
Maximum

$$\text{Longevity Base} + \text{Longevity Base} \times \text{COLA} = \text{Longevity Base}$$

For example: 2010 Adjusted Base

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

394 **19.3 Review of the Pay Plan.**

395 A. The salary ranges of all classifications and the internal relationships of classifications
396 may be reviewed periodically by the District. The Federation will be consulted in advance of any
397 overall review.

398 B. A job specification shall be provided to the Federation when a new position is created
399 or a current specification is altered, and to the employee whose position is affected.
400

401 **19.4 Salary Schedules.**

402 Subject to mutual agreement of the implementation of the Class and Compensation results,
403 new nine (9) column salary schedules EE, E0, and E1 shall be implemented approximately three
404 (3) months after ratification by the CFCE membership and employees will be placed on the
405 new salary schedule in accordance with the recommendations from JB Rewards (District
406 consultant).

407 Beginning July 1, 2013 and continuing thereafter, Salary Schedules EE, E0, and E1 shall be
408 increased each fiscal year after adoption of the State Budget by the funded "percentage" known
409 to the District as Cost of Living Adjustment (COLA) for California Community Colleges. plus fifty
410 percent (50%) of the actual dollars allocated to the District for Growth in Full-Time Equivalent
411 Students (FTES) for the prior year divided by the total available general revenue (Exhibit C in
412 the State Chancellor's P-2 report) for the prior fiscal year. The result of the above calculations,
413 expressed as a percentage, will be applied to Salary Schedule "E."

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

ARTICLE 20. EMPLOYEE AND DEPENDENT BENEFITS COVERAGE.

MOVE 20.3 TO 20.1 AND RE-NUMBER

20.1 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. Employees enrolled in the District's PPO plan will contribute 9/10 of one percent (.9%) 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 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 9/10th one percent (.9%) 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) sixty five dollars (\$65) 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).

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.

E. Salary Continuation Due to Disability.

This Article Replaces All Related Language Found in Article 17

1. Short-Term Disability. Employees who have been employed 6 36 18 months of continuous service as a classified unit member and who are employed at fifty percent (50%) one hundred percent (100%) seventy-five percent (75%) or more of a full-time classified assignment are eligible for short-term disability benefits at District expense. Employees are eligible for short-term disability provided they have unused extended sick leave available and have exhausted all earned and accrued sick leave.

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 (if available) and short-term disability (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 administrator. Eligibility for short-term disability benefits are also subject to a mandatory waiting period of thirty (30) calendar days from the date the employee is placed off of work.

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

516 **ARTICLE 21. RETIREMENT.**

517 **1 Continuation of Insurance upon Retirement.**

518 A. Employees hired after January 1, 2017, will only be eligible to retire with District paid
519 benefits under the following conditions: 1) the employee retires from the District and PERS
520 and is age sixty (60) or older; and 2) the employee has accumulated at least fifteen (15) years
521 of continuous service with the District. All other provisions related to eligibility and cost listed
522 in Article 21.1.D shall apply.

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

527 B-C. **Retirement with ~~Ten (10)~~ Fifteen (15) or More Years of Service.** As of June 30,
528 2017, e Employees who are fifty-five (55) years old and retire under PERS with ~~ten (10)~~ fifteen
529 (15) or more years of service to the District and were hired prior to January 1, 2017 shall retain
530 medical, dental, life, and optical insurance, including coverage for their dependents, until the
531 retiree reaches the age of seventy (70).

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

542 D-E. **Retirement Benefit Age 70 or Over.** Employees (seventy-five percent (75%) to
543 one hundred percent (100%) assignment) who retire after the conclusion of the 2001-2002
544 academic year and have ten (10) or more years of service to the District prior to June 30, 2017
545 or fifteen (15) years or more of service as of June 30, 2017, shall receive an annual credit of up
546 to four thousand dollars (\$4000) to be applied only to the District Medicare Supplemental Plan
547 at the age of seventy (70). The credit shall not apply to any HMO, Dental, Vision Care premium,
548 or life insurance premium. The annual credit applies only to the retiree. If the retiree has a spouse
549 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.

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.~~