

Minutes of July 24, 2013

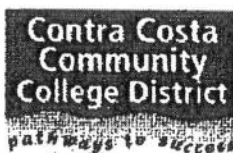
Board Report No. 6-B - Approval of Tentative Agreement (Agreement) with Public Employees Union, Local 1 for the 2013-14 Fiscal Year. This Agreement is the result of negotiations between the District and Public Employees Union, Local 1, on contract re-openers for the 2013-14 fiscal year. Vice Chancellor, Human Resources/Chief Negotiator Gene Huff acknowledged the work of Public Employees Union, Local 1 President Mike West and Business Agent Kasmir Karatziewicz in getting this contract negotiated. Mr. Huff asked for approval, pending the ratification vote of Public Employees Union, Local 1. Mr. Nejedly thanked Mr. Huff, Mr. West and Mr. Karatziewicz for all their work.

It is the intent of Local 1 to have a ratification vote on the Agreement on or before the end of the business day, August 12, 2013. If the Agreement is not ratified by the members of Local 1 on or before that date, this Agreement shall become void. The cost of this Agreement for the 2013-14 fiscal year is approximately \$507,650.

On motion of Mr. Nejedly, seconded by Ms. Gordon, by unanimous vote, the Governing Board approved the attached Tentative Agreement with Public Employees Union, Local 1 for the 2013-14 Fiscal Year.

**Governing Board**

Sheila A. Grilli, *President*  
 John E. Márquez, *Vice President*  
 John T. Nejedly, *Secretary*  
 Greg Enholm  
 Vicki Gordon



**Chancellor**  
 Helen Benjamin, Ph.D.

**College Presidents**  
 Contra Costa College Denise Noldon, Ph.D.  
 Diablo Valley College Peter Garcia  
 Los Medanos College Bob Kratochvil

**Tentative Agreement Between  
 Contra Costa Community College District and Public Employees Union, Local 1  
 July 16, 2013**

After a series of negotiating sessions considering 2013-14 re-openers, the parties have agreed that all current articles of the collective bargaining agreement remain the same, with the exception of the following:

**Compensation:** The parties agree to a two-year compensation plan. For 2013-14, salary schedules will be increased by 2%. A formula will be used to determine salary changes for 2014-15.

Local 1 and CCCCCD remain committed to working in partnership to address financial challenges. Our goals include reaching the top third of the Bay 10 in total compensation for classified staff while working collaboratively to improve district-wide efficiency and productivity.

**2013-14:**

- For the 2013-14 fiscal year, all Local 1 represented salary schedules will be increased by 2% as "fronted COLA" from District Reserves.
- District will cover its full share (94%) of any increase in health care premiums.
- District will cover step and column increases.
- If the State's COLA percentage for 2013-14 exceeds 2%, the agreement may be reopened.

**2014-15:**

Salary changes will be determined by the following formula. This formula allocates to employees 88% of all new, ongoing revenues as an increase in their total compensation. The *salary* increase will be based on all the money left after subtracting the costs of other compensation: benefits; and step and column increases.

The total dollars available for distribution are the Local 1 represented employees' percentage share of total labor expenses calculated as follows:

- 1) Added to the distribution amount is 88% of all new, unrestricted, on-going funds including but not limited to the following:
  - a) 2013-14 State Statutory COLA and other new ongoing allocations.
  - b) 2014-15 State Statutory COLA and other new ongoing allocations.
  - c) 2013-14 actual growth or restoration.
  - d) 2013-14 and 2014-15 net savings realized through increased efficiency including productivity ratio improvements and savings from retirements.

2) Subtracted from the distribution amount are new, ongoing, Local 1 represented employees' compensation related expenditure increases, including but not limited to the following:

- a) 2013-14 "fronted COLA" of 2%.
- b) 2013-14 "costs" of growth, to be calculated using our existing formula.
- c) 2013-14 and 2014-15 District-paid health benefit premium increases.
- d) 2013-14 and 2014-15 cost of step-column-longevity increases.
- e) 2013-14 and 2014-15 net costs associated with other parts of any agreements related to compensation for Local 1 represented employees.

If the State's COLA percentage for 2014-15 is greater than the formula-produced salary increase for 2014-15, this agreement may be reopened.

If this formula results in a total compensation percentage-increase that fails to exceed 2% plus the health benefits percentage-increase plus the step-column-longevity increase, the full compensation agreement will sunset at the end of 2014-15.

This agreement does not prevent either side from reopening for 2014-15 if there are unanticipated, substantial changes in revenues or expenses.

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

**Vacation-in-Lieu of Furlough for Those Reduced in Months of Service:** For the duration of this agreement, or, if sooner, until their 63-month reemployment rights are exercised or refused, employees reduced in months of service (furloughed) as a result of reductions in fiscal years 2010-11, 2011-12, and 2012-13, may take up to 80 hours of available vacation hours in-lieu of furlough per fiscal year. Utilization of vacation in-lieu of furlough, per this provision, is at the member's discretion. District and Local 1 shall meet and agree on the list of eligible employees.

Funding for this provision shall be allocated from the Local 1 Substitute Pay Fund (Article 7.7.4) and/or Classified Employees Enhancement Program (CEEP) funds (Article 24.5) as needed. This provision in no way impacts allocation, accrual, or usage of otherwise available funds in these accounts except as noted above.

**Benefits:** District agrees to complete a transition from Health Net to Anthem Blue Cross as a medical insurance provider, as approved by the membership, effective August 1, 2013.

The medical co-pay reimbursement process and form will be clarified to include hospital and emergency room visit copays. The process and form will also be clarified that the reimbursement does not cover out-of-network PPO percentage co-pays.

the end of the calendar year in which retiree received District notification for reimbursement for previous calendar year. Retirees may submit requests for reimbursement annually or quarterly. Reimbursements will be paid quarterly as long as allowed by plan administrator.

**Retirement Plans:** Article 20.13 will be amended as follows:

20.13 **Retirement Plans:** The District will participate in the California Public Employees Retirement System (PERS) and the California State Teachers Retirement System (STRS). Each member will be assigned to PERS unless s/he is eligible for and elects to remain in STRS or another retirement plan that has a reciprocity agreement with PERS.

20.13.1 **PERS BENEFIT:** The District will participate in the PERS plan known as "Local Miscellaneous 2% at 55" and as modified by PERS. For employees first hired on or after January 1, 2013, and not otherwise eligible for another plan, the District will participate in the PERS plan known as "Local Miscellaneous 2% at 62" and as modified by PERS.

20.13.2 **SAFETY PERS BENEFIT:** (This provision is renumbered only with no change to language)

**Compensatory Time:** A subcommittee comprised of Local 1 and District representatives will meet and develop draft compensatory time language for consideration in 2014-15 negotiations by May of 2014, or sooner if completed.

**Side Letters:** The following language is incorporated per side letter:

13.3 **NOTICE OF LAYOFF:** Employees affected by layoff shall be given no less than ~~forty-five (45)~~ sixty (60) calendar days written notice of such action. Notice shall also be given to the Union.

17.2 **CUSTODIAN/GROUNDS WORK STATIONS AND CUSTODIAL SHIFTS:** The District reserves the right to revise/reestablish work areas/stations once annually, when increases/decreases in staffing occur, or when the workload increases or decreases.

17.2.1 Once the District revises/reestablishes work areas/stations, employees shall, within five (5) workdays, be given the opportunity to bid on all current stations. The employee with the most consecutive seniority in the classification at the site ~~most senior employee at the work location~~ shall be placed into the station of his/her choice. This process shall be followed until all stations are staffed.

17.2.2 If, during the year, a vacancy occurs in a work station, the employee with the most consecutive seniority in the classification at the site ~~most senior employee at the work location~~ requesting a reassignment to that vacancy shall be given that assignment.

**Duration:**

- 26.1 **LENGTH OF AGREEMENT:** Unless otherwise indicated, this Agreement between the District and the Union, due to expire June 30, 2013, is extended through June 30, 2016, and all provisions shall remain in full force and effect through the close of the day on June 30, 2016.
- 26.3 **REOPENERS:** ~~For the duration of the contract. During the 2010-11, 2011-12 and 2012-13 years,~~ each fiscal year the contract is subject to reopeners. In each of these years, the salary schedule and the District's contributions towards health benefits premiums, and one article each party designates will be reopened.

**Ratification:**

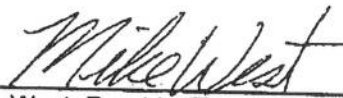
The District agrees that its Governing Board shall consider ratification of this agreement at the July 24, 2013, Governing Board meeting. Local 1 agrees to hold a ratification vote and report the results to the District by the close of business August 12, 2013. Should either party not ratify the agreement by the close of business August 12, 2013, this agreement, in its entirety, shall become void.

**For the District:**

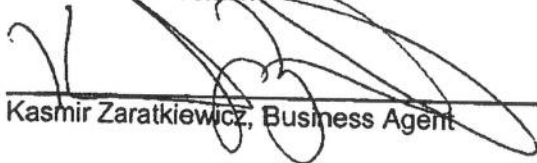
  
Gene Huff, Vice Chancellor

7/24/13  
Date

**For Local 1:**

  
Mike West, President

7/24/13  
Date

  
Kasimir Zaratkiewicz, Business Agent

7/24/13  
Date