

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

July 7, 2022

This Tentative Agreement between the Coast Community College District and the Coast Federation of Classified Professionals, Local 4794 (hereinafter referred to as the "Federation") is expressly made pursuant to the Educational Employment Relations Act and the collective bargaining agreement ("Agreement") between the parties.

All language currently in effect in the Agreement is intended to remain unchanged except as agreed below.

**ARTICLE 26. PROHIBITION OF DISCRIMINATION, HARASSMENT, AND
RETALIATION; EQUAL EMPLOYMENT OPPORTUNITY; AND ACCOMMODATIONS.**

26.1 Prohibition of Discrimination, Harassment, and Retaliation. The District and the Federation agree, to abide by law and Board Policy and Administrative Procedure 3410, regarding the prohibition of unlawful discrimination in providing employment opportunities to any employee on the basis of age, race, ethnicity, gender, gender identity, gender expression, religion, national origin, sexual orientation, marital status, medical condition, pregnancy (including childbirth, breastfeeding, or related medical conditions), physical and mental disability, military or veteran status, or genetic information, or because they are perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these perceived characteristics. Additionally, the District and the Federation agrees that no employee shall be subject to sexual harassment, sexual violence, sexual assault, or any form of sexual intimidation or exploitation. The District shall also be free of other unlawful discrimination and harassment against persons having been the subject of domestic violence, sexual assault, or stalking. The District and the Federation also agrees that no employee should be subjected to retaliation. The District shall provide training to supervisors and employees that enhance their awareness of the types of actions that may be indicative of retaliation as defined by law.

Further, the District and the Federation agree to abide by law and Board policies and procedures which prohibit unlawful discrimination against any employee on the basis of political activities or affiliations, or membership or non-membership in the Federation. If an employee believes that they have been subjected to unlawful discrimination, harassment, or retaliation, the employee should report their concerns to Human Resources and are also encouraged to contact the Federation for

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**ARTICLE 26. NON- PROHIBITION OF DISCRIMINATION, HARASSMENT, AND
RETALIATION; EQUAL EMPLOYMENT OPPORTUNITY; HARASSMENT, AND
ACCOMMODATIONS ADA.**

26.1 Non-Prohibition of Discrimination, Harassment, and Retaliation. The District and the Federation agree, pursuant to abide by law and Board Policy and Administrative Procedure 3410, not to regarding the prohibition of unlawful discrimination discriminate unlawfully in providing employment opportunities to any against any classified employee unit members, such as on the basis of age, race, ethnicity, color, gender, gender identity, gender expression, religion, national origin, sexual orientation, marital status, medical condition, pregnancy (including childbirth, breastfeeding, or related medical conditions), physical and mental disability, military or veteran status, or genetic information, or because he/she is they are perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these perceived characteristics. Additionally, the District and the Federation agrees that no employee shall be subject to sexual harassment, sexual violence, sexual assault, or any form of sexual intimidation or exploitation. The District shall also be free of other unlawful discrimination and harassment against persons having been the subject of domestic violence, sexual assault, or stalking. The District and the Federation also agrees that no employee should be subjected to retaliation. The District shall provide training to supervisors and employees that enhance their awareness of the types of actions that may be indicative of retaliation as defined by law.

Further, the District and the Federation agree to abide by law and Board policies and procedures which prohibit unlawful discrimination not to discriminate unlawfully against any classified unit member employee on the basis of political activities or affiliations, or membership or non-membership in the Federation. If an employee believes that they have been subjected to unlawful discrimination, harassment, or retaliation, the employee should report their concerns to Human Resources and are also encouraged to contact the Federation for

support. Discrimination, harassment, and retaliation complaints shall be handled in accordance with Board Policy and Administrative Procedure 3435.

26.2 Equal Employment Opportunity. The District and the Federation agree to comply with federal and state law, and Board Policy and Administrative Procedure 3420, in order to provide equal opportunities for all qualified employees and applicants for employment. Equal employment opportunity complaints shall be handled in accordance with Board Policy and Administrative Procedure 3435.

26.3 Accommodations. The District and the Federation agree to comply with the Americans with Disabilities Act, California's Fair Employment and Housing Act, and Board Policy and Administrative Procedure 3410. The District will engage in a timely, good faith interactive process with employees who are requesting or are in need of reasonable accommodations and will determine what, if any, reasonable accommodations may be provided to support the employee in fulfilling all of the essential functions of their job .

26.4 Changes in Law. In addition, the District and Federation agree that subsequent changes in law shall be automatically incorporated into this Agreement.

26.5 Legal Determinations and Grievance Rights. The District and the Federation recognize that avenues outside this Agreement exist for the legal determination of issues which deal with discrimination, harassment, and retaliation. Therefore, this Article 26 is not subject to the

support. Discrimination, harassment, and retaliation complaints shall be handled in accordance with Board Policy and Administrative Procedure 3435.

26.2 Equal Employment Opportunity. The District and the Federation agree to comply with federal and state law, **and Board Policy and Administrative Procedure 3420,** in order to provide equal opportunities for all qualified employees and applicants for employment. **Equal employment opportunity complaints shall be handled in accordance with Board Policy and Administrative Procedure 3435.**

~~In accordance with applicable federal and state laws, the District and the Federation agree on the principle and concept of an Equal Employment Opportunity program, and further agree to work together towards achieving the goals of this concept.~~

~~**26.3—Harassment.** No classified unit member shall be subject to any form of verbal, physical or visual harassment. In applying this Section, the rights of free speech and association should be accommodated consistently with the intent of this Article. If harassment occurs between employees and the conflict adversely affects the workplace environment, the supervisor shall recommend the Employee Assistance Program (EAP) for conflict resolution. Employees shall retain the right to seek Federation representation.~~

~~**26.4—Sexual Harassment.** The District and the Federation recognize the problem of sexual harassment in the workplace and are committed to ending it. The District shall take all appropriate and reasonable measures to prevent and eliminate sexual harassment. The processes set forth in Board Policies and Procedures and Title 5 shall be followed in filing a complaint alleging unlawful sexual harassment. Employees who are aware of sexual harassment should report such incidents to the Vice Chancellor of Human Resources, as the Responsible District Officer for receiving such complaints, or designee.~~

~~**26.53 Americans with Disabilities Act—Accommodations.** The District **and the Federation** agree to comply with the Americans with Disabilities Act, **California's Fair Employment and Housing Act, and Board Policy and Administrative Procedure 3410.** **The District will engage in a timely, good faith interactive process with employees who are requesting or are in need of reasonable accommodations and will determine what, if any, reasonable accommodations may be provided to support the employee in fulfilling all of the essential functions of their job .** The District agrees to make reasonable accommodations, if any, on a case by case basis and in accordance with applicable laws.~~

~~**26.64 Changes in Law.** In addition, the District and Federation agree that subsequent changes in law shall be automatically incorporated into this Agreement.~~

~~**26.75 Legal Determinations and Grievance Rights.** The District and the Federation recognize that avenues outside this Agreement exist for the legal determination of issues which deal with discrimination, **harassment, and retaliation.** Therefore, **this Article 26 is not subject to the**~~

grievance procedure set forth in Article 6 of this Agreement.

Andrew Deaso

Andrew Deaso, CFCP President/Date

Marlene Drinkwine

Marlene Drinkwine, Vice Chancellor/Date

Dr. Elizabeth Dorn Parker, Board President/Date

grievance procedure set forth in Article 6 of this Agreement. ~~the exercise of grievance rights under this Article is subject to Article 6 of the Agreement only through Article 6.6.C.~~

Andrew Deaso

Andrew Deaso, CFCP President/Date

Marlene Drinkwine

Marlene Drinkwine, Vice Chancellor/Date

Dr. Elizabeth Dorn Parker, Board President/Date