

President's Message

At its best, this Agreement is a good deal for faculty, and at its worst, it's better than nothing. It's pretty close to nothing on compensation, but even there, it's better. And at a time when many of our colleagues are looking at nothing or worse than nothing from collective bargaining, better is good. We put ourselves in a solid position for next year (particularly by agreeing that past "fronted growth" is paid off), and we renewed our District's commitment to keep looking for ways to raise pay and work in partnership. We avoided take-backs altogether.

The chair agreement is a solid first step. It may look like we added duties and a new evaluation process, but really there's nothing we put on the list that chairs were not already doing, and the deans were already free to give feedback, even in writing. Nothing we agreed to should add to the burdens or pressures of being a chair, and the increased reassigned time will certainly help. Next we need to work on compensating program leads; we are forming a task force to lay the groundwork this fall; anyone interested in participating should contact Donna Wapner at dwapner@dvc.edu. We also need to generally minimize the bureaucratic functions faculty are forced to perform. I know not all faculty agree, but I think the SLO project is out of control, and I plan to take my sword to Sacramento this year and help slay that beast. I'm 100% for assessment and accountability, but faculty should not have to generate assignments and reports purely to demonstrate their successes to others. Enough with the paperwork already! But I digress...

In Article 20, we made excellent progress. More flexibility in initial placement and re-placement on the salary schedule will make for fairer placement for new hires. And the trade-off on professional units will make it easier for faculty to advance (and make the system more fair too by giving appropriate credit for scholarly projects and advanced classes).

As far as the money goes, I am disappointed not to be able to announce a raise this year. But I don't think this round of negotiations would have taken 7 months had not the Administration been genuinely working with us to find ongoing money. We did not yield easily to the financial crisis. And even now that we've conceded that the severity of the State cuts have left no funds this year for raises beyond step and column increases, we are not going into next year without hope. We have heard consistent support, not just from Chancellor Benjamin and Vice Chancellor Murillo but also from our Governing Board as well, that CCCCDC must continue making progress on compensation. We must continue investing in our faculty. This is a commitment the District has made to the UF, and I do not see them backing away from it. Words are easier to find than money, of course, and if the State's budget woes persist as predicted, the District will continue to face hard choices next year and beyond. But we can regain our momentum if we make competitive compensation a priority. This year, facing unprecedented State cuts, we agreed that other priorities, such as protecting programs and student services, had become urgent (even as we fought to prevent pay cuts, including cuts to part-time parity pay). Next year, we'll be stronger for having reached this agreement this year.

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UF Negotiators Analyze the Tentative Agreement

Michael Zilber: "As UF VP for LMC, I was in the negotiations that began last February and only ended at the beginning of October, and I support the TA. Why? In a time where the State is facing easily its worst economic crisis since the Great Depression, where many districts have been laying off tenured faculty and/or seeking cuts in salary and benefits, we have been able to negotiate something where the District honors its commitment to all step and column and health care increases, where the salary article has been revamped and much improved, where adjunct faculty being rehired by the District after an absence can be re-placed three steps higher than in the past, and where, for the first time, a floor of 10% release time has been agreed to for department chairs, a move that will benefit the majority of chairs at Los Medanos. In a less disastrous economic crisis, and with a less dysfunctional state governmental process, we would be looking at and discussing a very different scenario, but under the current circumstances, I believe this is a fair and equitable result and that the District has negotiated with us in good faith under difficult conditions for all. I hope you will support the TA."

Deborah Dahl-Shanks: "We are living through extraordinary times; that said, this TA has something for everyone, including PT faculty. We worked to maintain paid PT office hours, health care and parity (including an agreement for the next round to develop a long-term strategy to close the parity gap between PT English and Lecture faculty and other PTers and FTers). We have clarified language in Articles 6, 11, and 20 that supports faculty. We have made it easier for faculty to get upper division credit for professional development activities. Also, we have made it easier for PTers to apply for Staffing Preference. Given the state of the State and District budget, this TA lays the groundwork for next year."

Glenn Appell: "Colleagues, I am supporting the ratification of our TA for a variety of reasons. We are facing challenging times economically in California. Fortunately, during the past three years the relationship between the United Faculty and the CCCCDC has improved dramatically. The District has 'opened the books' in a way that is far too rare in labor negotiations. We understand that the District still has large reserves, but they are hiding nothing. With the State's economy on the brink of financial ruin, it is difficult to argue that the reserves should be depleted further at this time as we may be turning to them again and again over the next few years.

We have negotiated in a collegial way and the District has demonstrated good faith throughout the process. While we certainly did not get everything we had hoped for, I still see that substantial progress has been made on a variety of issues. For a number of years my mantra to the District Governing Board has been: 'We all work for the people of the State of California. Let's work together to solve our problems and make this district great.' It seems that in these challenging times, this message has been heard."

Brendan Brown: "Our whole team voted yes on this Agreement because it is the best deal we could strike this year. We did good work at the table. We increased funding for department chairs 25%, and we made no major concessions in a terrible budget year. Plus, the Article 20 revisions will make it easier for faculty to be placed right and advance on the salary schedule."

Rudy Zeller: "We all must recognize that under the present economic conditions in which our educational system is taking a huge hit, a salary increase was simply not possible. Nevertheless, this agreement provides help to our department chairs with more money for release time or compensation. It acknowledges the important increases in faculty productivity over the past year, and that the District will continue working with us to achieve part-time pay equity and a salary schedule that puts us back atop the Bay 10."



Table Talk

The Newsletter of the United Faculty of
Contra Costa Community College District

October 15, 2009

News at a Glance

- UF and CCCCDC Reach Tentative Agreement for 2009/2010
- Highlights of Agreement (full text available at www.uf4cd.org)
- Union Meetings Scheduled:

LMC 10/20; DVC 10/21; SRC 10/27; CCC 10/29

- Ratification Vote to Begin 10/26 and End 11/11
- Evaluation Revisions Under Review throughout October
- UF Negotiators Analyze the Tentative Agreement
- President's Message: A Good Deal Despite Disappointments

UF and CCCCDC Reach Tentative Agreement for 2009/10

The United Faculty and CCCCDC concluded negotiations on October 1, 2009, with an agreement covering compensation, department chair reassigned time, salary placement and class advancement. The full text of the Tentative Agreement (TA) is now available for review on the UF website: www.uf4cd.org.

The UF plans to convene open forums throughout October to discuss the TA (see below for details), and we'll begin our ratification vote by distributing ballots in campus mailboxes on October 26 to be returned by November 11. If you have comments or questions about anything in the TA, and you can't attend one of our meetings, please contact any E-Board member or email Jeff at ufjeffmichels@gmail.com.

The UF Executive Board at our October 8 meeting voted unanimously with two abstentions to recommend ratification of this Tentative Agreement. Details are below.

TA Highlights: Compensation

The TA contains no salary increase for 2009/10, but the District agrees to cover its full share of health-care cost increases (about \$700,000) plus step and column increases (about \$600,000). The TA also clarifies that all UF obligations for fronted growth and productivity from past agreements have been fulfilled, so we will start next year's compensation negotiations with a clean slate.

On part-time parity pay (categorical money that goes directly to part-time lecturers and composition professors, which was cut more than 50% by the State this year), the TA provides that all available State funds be spent this fall if necessary so that no part-timer takes a pay cut this semester. We have agreed to postpone until spring negotiations over spring parity, and to begin working also on a long-term approach to pay equity. Since part-time lecturers and composition professors at CCCCDC are farther from the top third of the Bay 10 than

all other faculty, the UF has made clear that we consider cutting this group's pay unacceptable, regardless of State funding. This agreement provides no long-term solution, but it prevents cuts for now, and it commits both sides to future dialog on funding sources for parity.

The TA also repeats past language articulating the District's commitment to raising compensation to the top third of the Bay 10 as well as ongoing efforts to increase efficiency and productivity. We note that growth and efficiency gains would have produced a salary increase of 3.75% this year (and a good deal more if there had been COLA funding), using our existing salary formula. That formula was negated by severe funding cuts this year, but we refer to it in the TA both to acknowledge faculty contributions and hard work this year and to reflect the reality that without those gains, schedule reductions and other cutbacks in 2009/10 would have been even worse.

TA Highlights: Department Chairs

The Agreement increases total District funding for department chairs by \$138,000 indexed to the salary schedule (about a 25% bump in total District funding for chairs). All department chairs will see an increase in their reassigned time or stipend, retroactive to July 1, 2009, as a result of this agreement. Because the TA also sets a minimum of 10 percent load reassigned time (or stipend equivalent) for all chairs, small-department chairs may see the largest increase.

In addition, the TA makes several changes to the list of department chair duties, most notably by adding that chairs will "oversee and facilitate the development and assessment of course and program-level student learning outcomes." Other duties newly listed include facilitating the implementation of drop-in hours-by-arrangement; facilitating requisition of supplies, textbooks and teaching materials; and participating in facility development. The UF agreed to these additions because we knew that our chairs were already doing this work, and part of this Agreement was to recognize the added work chairs have taken on and to compensate them better because of it. The TA also specifies that no new duties may be added to regular chair responsibilities except through future negotiations.

Lastly, the TA adds an informal evaluation meeting and/or letter wherein the Area Dean provides annual feedback to the Chair related to established duties. This letter will not be placed in the Chair's personnel file, and it cannot be used for disciplinary purposes. It is intended to be an informal mechanism for the Dean to provide regular feedback. The UF and District also agree to negotiate an evaluation process for chairs, but at present there is some disagreement on this issue. The UF contends that department chairs work mainly for their colleagues within their departments, and that any formal evaluation process involving managers might compromise a chair's ability to be an effective advocate. Plus, there is already language in the contract about departments developing a more formal evaluation if there is a perceived problem. The District has argued for a standardized evaluation form for chairs. Thus the TA represents a compromise on the central issues (since it calls for feedback from the Dean that is less formal than regular evaluations), and we agree to talk more about the topic at some point down the road.

TA Highlights: Article 20 (Salary)

The teams conducted a complete review of Article 20 working to clarify language and address past problems or disagreement. Significant changes were made in eight key areas.

1) The TA requires **formal notification of salary placement and load**. The District agrees to inform faculty annually of their step and column. All part-timers will now also receive a load and employment letter every semester informing them of their assignments and load.

2) The TA changes several rules to allow for **more accurate salary placement**. One key improvement is that now, new faculty who can't meet established deadlines to submit proof of previous employment will still be placed accurately. There will be no retro pay after the deadline, but faculty who have told the District there will be a delay will now be re-placed when proof is submitted after the deadline. Also, a full-timer who leaves the District and then is rehired at a later date may now choose either to return to his/her previous place on the salary schedule or be re-placed as a new employee. A part-timer who has worked more than 6 semesters in the District and is hired full-time may also now choose to be re-placed on the salary schedule or retain his/her current step. These changes mostly respond to cases we have seen in the last few years in which the contract seemed to work against faculty's interests in being placed fairly.

3) In the same vein, the TA sets a **higher maximum-step placement for long-time part-timers who are hired full-time**. The Agreement raises the maximum from step 10 to step 13 for those who have worked in the District for more than 6 semesters. This will help fix a problem we saw in which some part-timers were required to move to a lower step in order to accept a full-time job.

4) Perhaps most significantly, the **TA changes the rules for submitting educational units to advance in salary classification**. The Agreement is something of a trade. The District agrees to begin counting publications and other projects as well as most professional development units as "upper division," and the UF agrees to lower the number of "lower division" units that one can count towards advancement. Specifically, the TA changes language related to class advancement from requiring 50 percent "upper division units" to allowing only 40 percent "lower division units." This changes the percentage from 50/50 to 40/60, but also counts all non-lower-division Carnegie units, including professional and postgraduate units, and also units earned by completing scholarly or creative projects as upper division.

This part of the agreement does not go into effect until July of 2011, to avoid any negative effect on those close to advancement who were relying on the 50/50 calculation. This also means that only course units submitted after July 1, 2011 will be treated according to the new guidelines. While scholarly work will begin earning upper division units immediately, courses labeled neither upper nor lower division (like professional courses) will not start counting as upper division until 7-1-2011 (so faculty may want to delay submitting those units). The District will not recalculate units submitted in the past.

We think this Agreement, even with the 40/60 concession, will make it

easier for faculty to advance, since many of the units available through UC and SFSU extension programs, as well as units available on-line are "professional units" that in the past have not counted as "upper division." Units labelled "upper division" have become harder to acquire, while other kinds of educational opportunities have been expanding. By changing the contract to limit "lower division" units, rather than mandating that one have a certain number of "upper division" units, we open the door to almost any course not specifically labeled "lower division." (Some units, like "continuing education units" of the sort one earns at conferences will still fall into a different category.)

5) The TA also **adds a review panel for all projects submitted for units** of the sort that used to be reserved for creative projects in the fine arts. All projects will be reviewed by a panel (4 faculty and 1 manager) to ensure that they meet established criteria and to determine, within established parameters, the number of units earned.

6) The TA clarifies that step advancement will not be disrupted for medical leave (including maternity leave), even if that leave is unpaid, but **extended unpaid leave** for other reasons (a long vacation, for example) **will not count as time served towards step advancement**. All forms of paid leave, including sabbatical leave, will continue to count as time served.

7) The TA **extends time to pay back overpayments in case of payroll errors**. Faculty may now choose to pay back any overpayments over the course of the semester.

8) The TA clarifies that **faculty may be paid for hiring done during winter break** as well as summer.

UF Meetings to Discuss TA

LMC: Tues., 10/20, 12:30-2pm, Rm 223

DVC: Wed., 10/21, 2-3:30pm, LA 208-B

SRC: Tues., 10/27, 12:30-2pm, Rm TBA

CCC: Thurs., 10/29, 12:30-2pm, LA 207

Full text of the TA at www.uf4cd.org.

TA Highlights: Staffing Preference Applications

The TA extends the deadline for staffing preference applications (for eligible part-timers) to the end of the second week every semester. The Agreement also clarifies that retiring full-timers may apply for part-time staffing preference at the time of retirement.

Evaluation Revisions Under Review in October

The proposed changes to the faculty evaluation forms and procedures are not part of the current Tentative Agreement. The proposals are still being reviewed by faculty (and the UF is collecting feedback throughout the month of October). In November, the UF will return to collective bargaining to work out any changes resulting from the current review, and then we hope to present an Evaluation TA for ratification either at the end of this semester or the beginning of the spring. The evaluation proposals are on the UF website: www.uf4cd.org.