

Governing Board

John T. Nejedly, *President*
Jess H. Reyes, *Vice President*
Tomi Van de Brooke, *Secretary*
Sheila A. Grilli
John E. Márquez



Chancellor
Helen Benjamin, Ph.D.

College Presidents
Contra Costa College McKinley Williams
Diablo Valley College Peter García (Interim)
Los Medanos College Richard Livingston (Interim)

HUMAN RESOURCES DEPARTMENT

Associate Vice Chancellor/Chief Human Resources Officer – Eugene Huff

**Tentative Agreement Between Contra Costa Community College District and United Faculty
February 2, 2011**

After a series of negotiating sessions considering 2010-11 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:

1. The UF and CCCCD remain committed to working collaboratively to address financial challenges and to offering the best quality education possible for our students even during difficult economic times. We reaffirm our goals of reaching the top third of the Bay 10 in total compensation for faculty while working collaboratively to improve district-wide efficiency and productivity.

In balancing our priorities, which include along with competitive compensation, improving our full-time/part-time faculty ratio and restoring sections eliminated due to State funding cuts, we will continue to compare revenues to expenses, taking into account savings that result from the work of our Compensation Committee, savings from retirements and increased productivity, as well as all new money, including growth funds. Having deducted increased expenses, including step and column increases and cost increases for health benefits, we will continue to work together to address shortfalls and/or allocate available money.

The UF and CCCCD do not negotiate the District budget, but we agree to work in partnership to reach our financial and educational goals.

2) The District will fund all step and column advancements and will cover its share (94%) of increases in health and welfare benefits premiums for 2010-11.

3) Part-time Parity will be handled as follows:

A) There will be no retroactive parity adjustments for 2009/2010. Funds already distributed represent the total parity payment for 2009/2010.

B) For Fall 2010 and Spring 2011, the parity rate will be 7.8%. This includes all parity-pay categorical funds provided by the State (approximately \$649,500) plus all remaining sabbatical money from 2009/2010, which will not be rolled over this one time only (approximately \$124,000). The remaining amount necessary to afford the 7.8% parity rate (approximately \$386,000) will be funded by the District.

C) The District and the UF reaffirm their commitment to pay-equity and to closing parity gaps by adjusting the salary schedules. We agree to the goal of reaching a long-term parity agreement by June 30, 2012.

Leaves:

Catastrophic Family Leave Plan

The District and UF agree to pilot a catastrophic family leave plan for two years. Funds for this plan will come from the existing UF Co-Pay account of \$50,000 annually. The plan will be administered by District Human Resources as outlined below. This provision will sunset June 30, 2013, but automatically reopen for the 2012-13 negotiations year.

- For the 2011-12 and 2012-13 fiscal years, District will move any remaining funds from the “UF Co-Pay” account from the prior corresponding year into a “UF Catastrophic Family Leave” account. (e.g. unused co-pay funds from 2010-11 will be moved to the 2011-12 family leave account)
- Faculty members who have exhausted their family leave options, including family leave and personal necessity leave, may apply for up to one week of additional paid leave.
- Eligibility will be determined based on FMLA/CFRA standards.
- If approved, the college will be reimbursed the average “C” rate for replacing the approved faculty member.
- Reimbursement will be on a first-come, first-served basis, and approval will be contingent on available funds in this account.
- Unused funds remaining in the “UF Catastrophic Family Leave” account at the end of the year will not roll over into the subsequent year.

12.11.3 During the Academic years 2011-12 and 2012-13, unit members may apply for up to 5 additional days of Catastrophic Family Leave, subject to the conditions and following the procedures outlined in the 2010/2011 Agreement.

Sick Leave Donation for Part-Time Faculty

The District and UF agree to pilot a part-time faculty sick leave donation program for two years. This provision will sunset June 30, 2013, but automatically reopen for the 2012-13 negotiations year.

12.7.15 Donation of Sick Leave: The District shall allow unit members to donate sick leave to individual employees who have suffered long-term disabilities or illnesses. Donating unit members shall retain a thirty (30) day balance of sick leave after their donation and may donate no more than twenty-five (25) days of sick leave per year. The donation form is Appendix I.

Part-time faculty may receive sick leave donations from any employee, and may donate accumulated sick leave to other part-time faculty following the same requirements as outlined above. Part-time faculty may not donate sick leave to full-time employees.

Personal Necessity Leave

12.3 Personal Necessity Leave: A faculty member cannot be required by management to supply a specific reason when using personal necessity leave.

12.3.1 A unit member shall be granted a maximum seven (7) days leave of absence in any school year without loss of pay in cases of personal necessity. Such leave shall be deducted from the employee's accumulated sick leave.

- 12.3.2 Personal necessity is the illness or death of a member of the immediate family (not covered by Family Leave or Bereavement Leave), an accident involving the member's person or property or the person or property of a member of the immediate family; appearance in court as a litigant or as a witness under official order; or, compelling personal business which cannot be conducted before or after the employee's regular assigned duty day. Personal necessity leave is not intended for vacation.

Benefits:

Vision Plan for Part-Time Faculty

The District and United Faculty agree to provide a vision care insurance plan for part-time faculty with the assumptions outlined below. If the plan becomes viable, the District and UF will memorialize it in the collective bargaining agreement.

- District will in good faith negotiate, if possible, a vision care insurance plan for part-time faculty with its vision care provider, currently VSP.
- The plan will be modeled on the "VSP Signature Plan."
- Eligibility for participation will be the same as that established for part-time faculty health insurance.
- Enrollment periods will be the same as those established for part-time faculty health insurance.
- The faculty member electing to participate will be responsible for 100% of the premium cost.
- Premium deductions will be administered in the same manner as those for part-time faculty health insurance.
- Other rules and requirements not specifically outlined above will be administered in the same manner as those for part-time faculty health insurance.
- District agrees to attempt to offer the plan, if negotiated, for three consecutive semesters if adequate enrollment, estimated at a minimum of 50 participants, is not reached in any of the first three semesters after this agreement is signed.
- If adequate enrollment, as determined by the plan provider, is not reached after three semesters, this agreement will become void.
- District agrees to support and administer the plan, if adequate enrollment as determined by the plan provider is reached and maintained, as long as it is offered by the District's normal vision care provider.

Medicare Part B and Medicare Sign-over

The District and UF agree to Medicare-reimbursement language as outlined below. Savings realized from this agreement will be tracked separately and applied to offset increases in health and wellness benefits. The District and UF agree to negotiate the inclusion in total compensation of any savings in excess of health and wellness benefits increases.

- 21.10.4.7 Medicare Requirement: All employees receiving retiree health benefits must provide evidence to the District that they have successfully enrolled in Medicare Part A or present documentation why they are not eligible to enroll. The District will pay reimburse Medicare Part B for those retiring with Medicare Part A. For retirees enrolled in District benefits, to be eligible for reimbursement for Medicare B, retirees must participate in a District-sponsored Medicare Coordinated/Advantage program for the period in which reimbursement is sought.

Retirees may request reimbursement for the previous calendar year. Annually, in February, District will send a letter to retirees soliciting appropriate paperwork and documentation to be reimbursed for Medicare B. To be reimbursed for Medicare B, retirees must submit appropriate paperwork and documentation by the end of the calendar year in which retiree received District notification for reimbursement for previous calendar year. Faculty may submit requests for reimbursement annually or quarterly. Reimbursements will be paid quarterly as long as allowed by plan administrator.

Load:

The District and UF agree to the following changes in load banking:

7.11.2. Load may be reduced 1.0 and less than 1.0 at any time, provided: banked load may only be used when the department determines that suitable replacements are available, except that a member may choose to reduce his/her overload the semester(s) prior to his/her retirement solely at that member's option. Initial recommendation for leave shall be submitted by the department with the schedule. No faculty member may reduce load by a full semester (1.0 banked load) more than twice in any three-year period, including semesters prior to retirement.

7.11.2.1 Faculty with more than 2.0 semesters of banked load as of the end of the 2010-11 academic year are not restricted by the limit on using no more than two full semesters of banked load prior to retirement. A list of faculty meeting this criterion shall be kept by the District and United Faculty.

7.11.2.2 Faculty described in 7.11.2.1 above and who are using more than 2.0 semesters of banked load shall submit a letter of intent before their first semester of using banked load stating their semester of retirement. Faculty who submit a letter of intent to retire under this provision and subsequently do not retire shall use all remaining banked load before being actively assigned and shall forfeit all rights to bank additional load in the future without management approval.

7.11.11 Effective for the 2011-12 academic year, the maximum amount of accumulated banked load allowed will be 4.0 semesters. A faculty member whose banked load meets or exceeds 4.0 semesters will not be allowed to accumulate any additional banked load until the banked load falls below 4.0 semesters. Effective for the 2012-13 academic year, the maximum amount of accumulated banked load allowed will be 3.0 semesters. Overload assignments for those who exceed the maximum allowable cumulative banked load must be paid at the 'A/C' rate.

7.12.1 Faculty who submit to their Department Chair a "Professional Activities Report" as found in Appendix P prior to a given semester may designate any overload assignment as A/C (regardless of time of day) during that semester.

Appendix P

Professional Activities Report

Name:

Department:

Email:

College:

Date:

Semester Covered by PAR:

Please outline your professional goals and priorities outside the classroom for the coming semester (excluding those activities directly connected to your classroom assignment). Please include your plans for contributing to the work of your department and college. Before completing this form, please check with your department chair to find out the needs and priorities of your department.

Ratification:

The District agrees that its Governing Board shall consider ratification of this agreement at the February 23, 2011 Governing Board Meeting. United Faculty agrees to hold a ratification vote and report the results to the District no later than 5:00 PM on February 23, 2011.

FOR THE DISTRICT:

Gene Huff, Associate Vice Chancellor

Date

FOR UNITED FACULTY:

Jeffrey Michels, President

Date