

Governing Board

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**Tentative Agreement Between Contra Costa Community College District and United Faculty
May 3, 2011**

After a series of negotiating sessions considering 2011-12 re-openers, the parties have agreed that all current articles of the collective bargaining agreement remain the same, with the exception of the following:

- 1) This agreement will conclude all negotiations over compensation and benefits for 2011-12. Remaining issues (Evaluations, Flex Reporting and Calendar, and Article 25, etc.) will continue to be discussed. Neither party may open other additional articles except by mutual consent.
- 2) For 2011-12 only, each full-time faculty member will pay an additional \$100/month (taken in pre-tax dollars) toward their health-insurance premiums. Should the District revenues for 2011-12 be less than or equal to Scenario 1 or greater than Scenario 5, the parties will automatically reopen on this provision. The scenarios are those from the budget forum presentation dated 4/25/11.
- 3) For 2012-13 and 2013-14, no new money will be added to the sabbatical fund. Carry-over funds from 2011-12 will return to the District General Fund and will not carry-over. Sabbaticals already approved for 2011-12 are unaffected by this change.
- 4) For 2011-12, the District will not fund UF release time per Article 3.4. UF will also fund up to \$15,000 if the additional costs of PT benefits changes found in this agreement if they exceed \$85,000 (and if savings from the separation incentive found in this agreement fail to exceed \$132,000).
- 5) A separation incentive will be offered to full-time faculty. Both parties agree that this incentive will be used to offset budget reductions for 2011-12 and as such, full-time faculty may not be replaced. The terms of the incentive include:
 - a. \$1,000 per year of full-time service prorated by FTE, maximum of 20 years of credit
 - b. Must have at least 5 years of full-time service
 - c. Must apply by June 10, and if the application is accepted, separate by June 30, 2011
 - d. Must generate a savings for the District
 - e. Irrevocable if accepted
 - f. Those participating in the incentive, if offered, will not be considered for permanent employment in the District for two years
- 6) Part-time parity will be paid for fall 2011 at 7.8% or based on total state funding for 2011-12, whichever is less. If state funding is greater than 7.8%, any remaining balance will be used toward spring 2012 parity. Part-time parity for spring 2012 will be paid in July 2012. It will be paid at the lesser of 7.8% or .6% of the budgeted 2013-14 certificated salaries, monthly teaching and variable teaching, plus \$100,000.

- 7) Beginning in the fall 2011 semester, any faculty member may designate up to 1 hour of regular office hours as an “on-line office hour.” The on-line office hour must be a regularly scheduled hour, posted along with on-campus office hours, during which the faculty member is available on-line (via skype, webCT/blackboard, email, or other electronic means) to consult with and respond to students. Each faculty member will turn in a schedule of office hours to be posted electronically prior to the beginning of each class. Part-time faculty members must have and use a District email address to designate an office hour (or half hour) as on-line.

UF and the District reaffirm that office hours are important to student success and are part of full-time faculty obligation. The “on-line office hour” will be treated as a pilot program for two years, and this provision will sunset on June 30, 2013 and automatically reopen for 2013-14. The District and UF agree to create a task force to monitor and evaluate the success of on-line office hours and to report to the negotiating teams and make recommendations prior to the conclusion of this pilot program.

- 8) For 2011-12 only, the benefits eligibility for part-time faculty will be as follows: part-time faculty who have already qualified for District benefits and who are participating in a District health benefits program may remain in their health program even if their load drops below 30% so long as they remain employed in the District with an average load (over two consecutive semesters not counting summer) of 20%. This agreement depends on the carriers (currently Health Net and Kaiser) agreeing without raising premiums overall. If only one carrier agrees and the other disagrees, this provision will apply only to the one carrier that agrees. If neither carrier agrees, then provision 4 of this Agreement will not apply. The parties agree to automatically reopen this provision in 2012-13 if either or both carriers agree.
- 9) The District will fund step/column increases for 2011-12 and cover its share (94%) of any health benefits premium increases.
- 10) The contract duration will be extended though June 30, 2014. Existing reopener language will apply to 2012-13 and 2013-14.
- 11) The UF and CCCCD reaffirm our commitment to professional development and agree that the suspension of sabbaticals will be temporary. We also remain committed to working in partnership to address financial challenges and to offering the best quality education possible for our students even during difficult financial times. Our goals include reaching the top third of the Bay 10 in total compensation for faculty while working collaboratively to improve district-wide efficiency and productivity.
- 12) CCCCD and the UF agree that increases in faculty productivity have contributed substantially to alleviating the current funding crisis. These gains will continue to be recognized in our agreements and practices.
- 13) Both parties understand that schedule reductions have been made, and further schedule reductions may be necessary in order to reduce anticipated FTES to the number funded by the state. These cuts entail a significant loss of faculty jobs. As the District continues to adjust to State budgeting, further reductions in faculty staffing may be necessary, and this will be a means used to manage any additional deficits in 2011-12.

Ratification:

The District agrees that its Governing Board shall consider ratification of this agreement at the May 25, 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 May 24, 2011.

FOR THE DISTRICT:

Gene Huff, Associate Vice Chancellor

Date

FOR UNITED FACULTY:

Jeffrey Michels, President

Date