

Contra Costa Community College District/United Faculty 2017-18 and 2018-19 Tentative Agreement

After a series of negotiating sessions on reopeners for the 2017-18 and 2018-19 years, the Parties have agreed that all current Articles of the Collective Bargaining Agreement remain the same, with the exception of those below. Approval of this Agreement by both Parties shall conclude negotiations for 2017-18 and 2018-19.

COMPENSATION:

Step/Column and Benefits:

For 2017-18 and 2018-19, the District will cover step and column increases, District-paid payroll tax increases (including but not limited to CalSTRS and CalPERS), as well as its share (94%) of health benefits premiums.

Salary Schedules:

- Salaries on the B-1 salary schedule (full-time “A” load) will be increased by 2% retroactive to the start of the 2017 fall semester and the department chair allocation shall be increased by the same 2%
- Load Adjustment Factors for the B-2 salary schedules for part-time faculty (“C” load only) will be increased, retroactive to fall, 2017, as follows:
 - for lab-2 assignments: from 2% to 3%;
 - for lab-1 and lecture assignments: from 14.8% to 19.1%; and
 - for English Composition assignments from 14.8% to 20%

Step 27:

Retroactive to fall, 2017, steps 23-27 will be added to the B-1 salary schedule (full-time “A” load), with a 2% increase at step 27. Faculty currently at step 22 on the B-1 salary schedule will have their step recalculated and adjusted as appropriate, and those eligible will receive the 2% salary increase retroactive to the start of the fall 2017 semester.

Coaching Assignments:

Compensation for intercollegiate athletics coaching assignments will be increased as follows:

- Retroactive to fall, 2017, salaries on the B-8 salary schedule “F Contract” for part-time coaches will be increased by 25%.
- Beginning spring, 2018, the load for all intercollegiate athletics coaching assignments will increase by 25%, (from 44.19% to 55.24% A-load).

Science Lab Load:

Beginning fall, 2018, Laboratory One load shall be redefined at 90% of lecture load, and all science labs, as defined previously by the Load Task Force in the list of 133 courses for 2016-17 negotiations, shall be reclassified as Lab One. For part-time faculty, Laboratory One assignments shall receive the same load adjustment factor as lecture assignments.

7.2.3.1 Laboratory One Type Course Assignment. One wherein the instructor devotes the major portion of the course time to the supervision of students who are working on laboratory experiments and exercises. Time outside of class comparable to 7.2.1 is devoted to preparation and to evaluating assignments, examinations, and/or performances. Every 18 hours on an official course outline will be equivalent to ~~1/15~~ **1/16.667 (3/50)** of a full semester load.

Department Chair Allocations and CTE Program Coordination:

Parties agree to compensation changes for program coordinators and department chairs as defined below. Program coordinator compensation is based on the list of 62 agreed-upon programs from spring of 2016 negotiations. Prior to July 1, 2018, Parties agree to review and update the list as needed. Any change in the number of programs at each college will be decided by the College President in consultation with the appropriate UF Vice President.

ARTICLE 11

11.1 ... These allotments shall be distributed for faculty governance in accordance with Section 11.1.1. In addition to these hours and the moneys previously allocated to department chair stipends, effective 7/1/02 the amounts allocated shall be augmented by \$200,000, and effective 7/1/09, the total funding for reassigned time allocated to department chairs will be increased by \$138,000, **and effective 7/1/18, the total funding will be increased by \$160,000**, (indexed to salary schedule B-2).

11.1.1 Criteria for Stipends and Reassigned Time

11.1.1.1 **For each program as defined in Article 6.2.3.2.30, \$1000 per semester or the load equivalent shall be allocated to the program coordinator. The department chair may also elect to distribute a share of the department-chair load or stipend to any other faculty for taking on a share of department-chair duties.** Within each college, departments shall be assigned a rank by formula: (Full-time equivalent faculty) + (head count of full and part-time faculty) = rank

11.1.1.2 Reassigned time and stipend shall be allocated by mutual agreement between the college president and UF vice president in approximate proportion to their ranking: e.g., a ranking larger by a factor of two than a lower ranking receiving time/stipend shall receive an allocation twice as large as the lower ranking. Effective 7/1/09 the minimum reassigned time (or stipend equivalent) for all department chairs will be 10 percent of a full load for all departments established prior to 6/1/2009. Reassigned time or stipends for chairs of departments formed after this date, **or for programs created after 7/1/2018**, will be decided by the College President in consultation with the appropriate UF Vice President.

ARTICLE 6

6.2.3.2.30 Coordinate or assign the coordination of career or technical education certificate programs as defined below.

6.2.3.2.30.1 Identified by career or technical education SAM code.

- 6.2.3.2.30.2 The program offers at least one certificate of achievement that has a program goal of career or technical education certification or degree.
- 6.2.3.2.30.3 The program has an advisory group made up of community members that meets at least once each semester to advise the program coordinator.
- 6.2.3.2.30.4 Program coordinators who fail to meet the requirements above shall be ineligible for coordinator compensation as found in Article 11.1 in the subsequent semester.

Cash-in-Lieu of District Benefits:

21.6.3 Compensation for Faculty with Alternate Health Coverage: Any employee who chooses not to receive health contributions by the District and who submits an affidavit of other coverage shall receive a monthly amount equal to the Kaiser single rate effective during the term of this agreement. **Effective January 1, 2018, the maximum monthly amount shall be \$600.** The employee may receive the amount as salary, or contribute to a 403(b), or contribute to the IRS Section 125 plan. The amount of such contributions shall be listed on a regular basis in Appendix "F". If the employee loses health coverage specified in the affidavit, the employee shall be enrolled immediately in the district health plan of the employee's choice, subject to the approval of the carrier.

Medicare Coordinated Medical Plans for Future Retirees:

21.10.4.7 Medicare Requirement: **Retirees who become Medicare-eligible (currently age 65) are required to enroll in a Medicare-coordinated plan to participate in District-sponsored medical benefits. Failure to enroll in a Medicare-coordinated plan after receiving 30 days' notice from the District of this requirement shall result in termination of retiree health benefits eligibility. Once a participant is terminated or withdraws from District-sponsored benefits, reinstatement in District-sponsored benefits shall not be permitted.** All ~~employees~~ **persons** 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. **For retirees enrolled in District benefits,** the District will reimburse Medicare Part B for those retiring with Medicare **Part A. If, at any time, either United Faculty or the District determines that District-sponsored Medicare-coordinated plans become substantially inferior to comparable plans offered to active employees, this article shall automatically reopen.** 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.

Part-Time Parity/Pay Equity:

Any available remaining ongoing funding after consideration of all compensation changes in 2017-18 and 2018-19, using our existing formula and based on the UF share, will be allocated to load adjustment factors for part-time parity up to \$500,000.

Benefits Committee:

Parties agree to work through the benefits committee to achieve cost savings in benefits while protecting quality and access by exploring various options including, but not limited to:

- Changing providers
- Modifying plan design (i.e. PPO, deductibles)
- Benefit purchasing pools
- HSA Options, HRA Options
- Wellness plans

EQUITY HOUR PROGRAM:

Parties agree to continue the Equity Hour program through the 2018-19 academic year. For the 2017-18 fiscal year, \$500K District-wide, allocated by and based on each college's funding percentage, from the categorical program referred to as "Student Equity" shall be budgeted for payment of additional duties performed under the program. For 2018-19, conditioned upon continued "Student Equity" funding, designated funding shall be agreed upon based on participation and available funding. Participation deadlines shall be determined at each college. If participation is determined to be insufficient to meet the anticipated, allocated expenditures in any semester, the allocated funds may be used for other allowable activities as determined by the program coordinator. All other terms of the Equity Hour Program remain in effect.

LEAVES:

Extended Family Leave:

The Parties agree to incorporate a previously-piloted Catastrophic Family Leave as follows:

12.11.3 Unit members may apply for additional days of Catastrophic Family Leave, subject to the conditions and following the procedures outlined below with approval contingent on funds in the identified account and, if needed, additional sources mutually agreed upon by the UF and the District. Funds for this plan will come from the existing UF Co-Pay Reimbursement account of \$50,000 annually. The plan will be administered by District Human Resources as outlined below.

- 12.11.3.1 Annually, the 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 2016-17 will be moved to the 2017-18 family leave account)**
- 12.11.3.2 Faculty members who have exhausted their family leave options, including family leave and personal necessity leave, may apply for additional paid leave.**

- 12.11.3.3 Eligibility will be determined based on FMLA/CFRA standards.
- 12.11.3.4 If approved by District Human Resources, the college will be reimbursed the average “C” rate for replacing the approved faculty member.
- 12.11.3.5 Reimbursement will be on a first-come, first-served basis, and approval will be contingent on available funds.
- 12.11.3.6 Unused funds remaining in the “UF Catastrophic Family Leave” account at the end of the year will not roll over into the subsequent year.

Baby Bonding Leave:

The parties agree to update Article 12.10 to incorporate new parental leave options mandated by AB2393 that allow employees to use up to twelve weeks of sick leave to bond with a new child.

HIRING COMMITTEES SUPPORT:

6.4.3 Hiring: Refer to Uniform Selection Guide to See Entire Hiring Policy. **District Human Resources shall provide support for all full-time faculty recruitments. Support will include, but will not be limited to:**

1. **Conducting initial paper-screening of all applicants for minimum qualifications. Applications will be sorted into three groups: those that meet minimum qualifications; those that do not meet minimum qualifications; and those that might meet minimum qualifications (or might meet equivalency standards). All three groups of applications will be forwarded to the paper-screening committee.**
2. **Handling and investigating all complaints related to recruitment initiated by an applicant, committee member, or anyone involved in the recruitment process.**

UF and District agree to develop a process for providing hiring committees the support of an Equal Employment Officer to consult the selection committee(s) at all meetings, including paper screening, written or job performance tests, screening interviews, final interviews, and any other follow-up meetings related to the handling of the recruitment process.

EVALUATION OF FACULTY:

17.7 EVALUATION OF FACULTY TEACHING AT MULTIPLE CAMPUSES:

When part-time faculty teach for a college at two different locations (e.g. Pleasant Hill Campus (PHC) and the San Ramon Campus (SRC)), departments (and non-departmentalized groups) at any college campus may, at their discretion, elect to accept an evaluation of a part-time faculty member conducted at the other campus in lieu of conducting an independent evaluation, provided that:

- 17.1.1 **the evaluation at the other campus was in the same discipline as the part-time faculty is teaching at the campus accepting the evaluation; and**
- 17.1.2 **the evaluation being accepted was conducted within three (3) semesters of the time due to be evaluated at the campus accepting the evaluation; and**

17.1.3 the summary score on the most recent evaluation was neither “needs improvement” nor “unsatisfactory”; and

17.1.4 the part-time faculty due to be evaluated agrees to have the previous evaluation used in lieu of a new evaluation at the second campus.

In the case that a college department elects to accept an evaluation from another campus, no additional changes to the time line or due-process rights shall be implied. Part-time faculty will continue to have separate evaluation time lines at each campus and in each department that they teach, and seventh-semester requirements for part-time faculty (that they be evaluated by at least two evaluators) remain in effect.

17.8 MODIFICATION OF EVALUATION CYCLE FOR TENURED FACULTY

Any department that submits advanced written notification to the appropriate dean by November 15 of the preceding fall semester, with a copy sent to United Faculty, may evaluate any tenured faculty member one semester early (in the spring semester that precedes a regularly scheduled fall evaluation) one time. Doing so will change the evaluation timeline for the evaluatee so that he or she will normally be evaluated every sixth spring semester thereafter.

No tenured faculty member shall have his or her evaluation timeline advanced and adjusted in this way more than once unless all parties agree otherwise in response to a specific contract-variance request.

This provision shall not apply if the most recent evaluation included a summary score of “needs improvement” or “unsatisfactory.”

This provision does not apply to probationary or part-time faculty and does not modify any other part of the collective bargaining agreement or evaluation process.

INTELLECTUAL PROPERTY RIGHTS:

Parties agree to the intellectual property rights provisions outlined below.

- I. **Purpose.** The District and the United Faculty have a mutual interest in establishing an environment that fosters and encourages the creativity of individual faculty members. In accordance with that mutual goal, the purpose of this Article is to identify the owners and rights to use of certain works that may be created by faculty members, and to identify the uses that may be made of those works by faculty members and the District.
- II. **Intent.** Public funds are used by the District to compensate and support faculty for instructing and providing specified other services to students and to the institution. If a faculty member is able at the same time or on his or her own time and without District Resources to produce a work with market value, it is the intent of this article

that such a work be the property of that faculty member exclusively except where this article explicitly provides otherwise.

III. Definitions. As used in this Article:

- A. “Administrative Activity” means the execution of the District’s management or administrative functions such as preparing budgets, policies, contracts, personnel management, printing Course Materials and catalogues, maintenance of computer data, long range planning, and keeping inventories of equipment. Teaching and academic endeavors are not administrative activities.
- B. “Course Materials” means materials prepared for use in teaching, fixed or unfixed, in any form, including, but not limited to, digital, print, audio, visual, or any combination thereof. Course Materials include, but are not limited to, lectures, lecture notes, and materials, syllabi, study guides, bibliographies, visual aids, images, diagrams, multimedia presentations, web-ready content, and educational software.
- C. “Creator” means an individual who alone or as part of a group of other creators, invent, author, discover, or otherwise create intellectual property.
- D. “District Resources” means all tangible District resources including buildings, equipment, facilities, computers, software, personnel, and funding.
- E. “Employee” means an individual employed by the District, and shall include full-time and adjunct faculty, classified staff, Student Employees, appointed personnel, persons with "no salary" appointments, and academic professionals who develop intellectual property using District resources, unless there is an agreement providing otherwise.
- F. “Intellectual Property” means works, products, processes, tangible research property, copyrightable subject matter, works of art, trade secrets, know how, inventions and other creations the ownership which are recognized and protected from unauthorized exploitation by law. Examples of intellectual property include scholarly, artistic, and instructional materials.
- G. “License” means permission to use a Work. A “non-exclusive license” is one that gives permission to use a work while that same Work may also be used by the party who gave the permission and by others to whom permission is also given.
- H. “Student Employee” means a student who is paid by the District, and may include students participating in a work study program or who receive stipends while they are acting within the scope of their employment at the District at the time the intellectual property was created.
- I. “Substantial Use of District Resources” means financial or technical support over and above the cost of the individual faculty’s normal compensation, and/or over and above the Ordinary Support provided to similarly situated faculty members by the District.
- J. “Ordinary Support” means reasonable use of the following resources generally made available to similarly situated faculty members: common areas or assigned office space, office computer, local phone use, library use, technical support, and software packages generally made available to the community at large and/or to the faculty member for specific use in the normal course of their employment, and office supplies required for specific use in the normal course of faculty members’ employment.

K. "Work" means an "original work of authorship fixed in a tangible medium" as used in the Copyright Act.

IV. **Ownership Rights.** The ownership rights to a creation of Intellectual Property at the District shall be determined generally as set forth below, unless ownership is modified by a written agreement between the District and the Creator, in which case a copy of the written agreement will be provided by the District to United Faculty upon request by United Faculty.

A. **Faculty Intellectual Property Rights** – A faculty member who is the Creator of an academic Work in his/her field of expertise owns the copyright in that Work when the academic Works are created within the faculty member's scope of employment and without Substantial Use of District Resources. Academic Works include textbooks, lecture notes or presentations, correspondence course packets, on-line course content shells, media programs, audio and video materials, syllabi and other Course Materials, literary works, artistic works, musical works, architectural works and software produced with no more than Ordinary Support. Academic Works described in this paragraph are owned by the faculty member even though such works may have been developed within the faculty member's scope of employment or modified by the District to meet academic adjustment needs of students as determined by the District to be reasonably required by law and/or District Policy. The District shall retain a nonexclusive, royalty-free license to use, reproduce and modify such Academic Works as needed to make necessary accommodations for students and/or to complete a course in the event a faculty member is unable or unwilling to do so. The District's license shall remain in effect through the end of the last academic year that the faculty member is employed by the District unless a longer term is agreed to in writing between the District and the faculty member.

B. **Employee Intellectual Property Rights** – Intellectual Property unrelated to an individual's employment responsibilities at the District that is developed by and Employee on an individual's own time without the District's support or use of District resources is the exclusive property of the Creator and the District has no interest in any such property and holds no claim to any profits resulting from such Intellectual Property.

C. **District Intellectual Property Rights** – The District owns all other Intellectual Property, created by its Employees within the scope of their employment and including under the following circumstances:

1. If Intellectual Property is created through the District's Administrative Activities by an Employee; or
2. If Intellectual Property is created by an Employee executing a duty or specific assignment designated by the District; or
3. If Intellectual Property is created by faculty members through the Substantial Use of District Resources; or
4. If Intellectual Property is commissioned by the District pursuant to a signed contract; or
5. If Intellectual Property is produced from a sponsored research agreement entered into by the District and/or College specifically supported by state or federal funds or third party sponsorship.

6. Where circumstances give rise to District Intellectual Property rights, as described above, the Creator of the potential Intellectual Property will promptly disclose the Intellectual Property to the District. The District and the Creator may enter into a written agreement whereby the Creator executes documents assigning intellectual property rights to the District.

V. Modification to Ownership Rights.

A. Mutual Agreement. The District and one or more faculty member(s) may enter into a separate written agreement for a specific project. In this case, the right to claim copyright will be governed by the terms of the specific agreement. Any such agreement shall be executed using the template set forth in Appendix IP or, if not using the template, shall require United Faculty consent by being a co-signatory to the agreement. Whenever the District or a college offers to provide extra compensation (excluding reassigned time) to develop copyrightable material, there shall be an explicit agreement pursuant to these provisions. The District and UF may agree to additional intellectual-property-use agreements in addition to those in Appendix IP.

B. Sabbatical. When a faculty member develops Works as part of an approved sabbatical or while on reassigned time specifically connected to the development of the Works, the faculty member shall own the Works and have the full rights of ownership including the rights to any royalties. However, where a Work to be created as part of an approved sabbatical plan requires resources beyond those normally provided to other Employees during a sabbatical (Substantial Use of District Resources), the parties may enter into a written agreement to define the District and Employee's Intellectual Property rights in the sabbatical work. When the faculty member owns the Works created during a sabbatical, the District shall have a nonexclusive, perpetual, royalty-free license to use, reproduce and modify the Works.

C. Sponsorship Agreements. A sponsored work is an Intellectual Property first produced by or through the District in the performance of a written agreement between the District and a sponsor. Sponsored works generally include interim and final technical reports, software, and other works first created in the performance of a sponsored agreement. Sponsored works do not include journal articles, lectures, books or other copyrighted works created through independent academic effort and based on the findings of the sponsored project, unless the sponsored agreement states otherwise. Ownership of Intellectual Property created pursuant to sponsored works shall be with the District unless the sponsored agreement states otherwise.

D. Legal Protection. Responsibility for registration or legal protection of the Intellectual Property will lie with the owner of the Intellectual Property.

DISTANCE EDUCATION:

The Parties agree to establish a committee or working group to address issues and concerns regarding distance education including, but not limited to, evaluation, training, and other working conditions, for incorporation in the next collective bargaining agreement.

LOAD TASK FORCE:

Parties agree that the adjustment of science department lab load is considered the first step in a district-wide analysis of all lab loads. It is the goal of the parties to completely assess all lab load based on criteria set forth in Article 7 and make appropriate adjustments in the next agreement.

DURATION:

Changes negotiated in this TA that do not have a specifically noted effective date (such as retroactive to fall or beginning January 1) will go into effect immediately upon ratification by UF and approval by the 4CD Governing Board.

26.1 **DURATION:** The parties agree that the current contract including all side agreements and ~~the following negotiated~~ changes become the successor contract for ~~2014-15, 2015-16, 2016-17, expiring June 30, 2017~~ 2017-18, 2018-19, and 2019-20, expiring June 30, 2020.

26.2 **REOPENING:** During the ~~2015-2016 and 2016-2017~~ 2019-20 fiscal years, the contract is subject to re-openers. The salary schedule and the District's contributions towards health benefit premiums, and **up to** two articles each party designates will be reopened.

Parties mutually agree that the following articles and issues will also reopen for 2019-2020:

- Article 7 (Load) regarding work of the Load Task Force
- Article 12 (Leaves) regarding Religious Leave and Personal Necessity Leave
- Article 19 (Grievance Procedure) regarding alternate dispute resolution options
- Article 21 (Benefits) regarding recommendations of the Benefits Committee
- Article 25 (Part-Time Staffing Preference)
- Distance Education

INCORPORATION of SIDE LETTER:

Parties incorporate the previously agreed-upon side letter language below.

~~21.9.5.7 Part-time unit members beginning participation in the fall semester will submit provider enrollment forms to their campus human resources office during open enrollment dates, August 15 through September 1 of each year, providing the District has notified eligible part-time faculty by two weeks before the beginning of open enrollment period via campus mail and e-mail.~~

21.9.5.8 Part-time unit members ~~beginning participation~~ participating in **the Spring semester open enrollment** will submit provider enrollment forms **as directed in the open enrollment communication from District Office Human Resources. Open enrollment will be at least two weeks at the start of each semester to their campus human resources office during open enrollment dates, January 15 through February 1 January 1-January 21 of each year,** providing the District has notified eligible part-time faculty **by** two weeks before the beginning of open enrollment period via campus mail, **and** e-mail, **or other means of communication.**

21.9.5.9 **Part-time unit members who submit enrollment forms on or before the designated deadline date in the Fall will have payment deductions over a ten (10) month period, and those who submit enrollment forms after the designated deadline date (but still during the open enrollment period) will have payment deductions over a nine (9) month period. Part-time unit members who submit enrollment forms on or before a designated deadline date in the Spring will have payment deductions over a five (5)**

month period, and those who submit enrollment forms after the designated deadline date (but still during the open enrollment period) will have payment deductions over a four (4) month period. Coverage for those beginning participation in the Fall will be effective ~~on October 1.~~ **September 1.** Coverage for those beginning participation in the Spring will be effective February 1.

RATIFICATION AND IMPLEMENTATION:

UF agrees to hold a ratification vote and report the results no later than the end of the business day, October 11, 2017, and District agrees that its Governing Board shall consider approval of this agreement at its October, 11, 2017, meeting. Parties agree that only those members actively employed at the time of ratification and approval of this agreement shall be eligible for retroactive pay.

FOR THE DISTRICT:

Gene Huff, Executive Vice Chancellor

Date

Dio Shipp, Associate Vice Chancellor

Date

FOR UNITED FACULTY:

Donna Wapner, President

Date

Jeffrey Michels, Chief Negotiator

Date