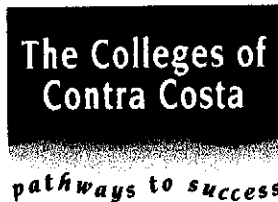


Governing Board

Sheila A. Grilli, *President*
John T. Nejedly, *Vice President*
David N. MacDiarmid, *Secretary*
Jo Ann Cookman



Interim Chancellor
Lois A. Callahan

College Presidents
Contra Costa College Helen Carr
Diablo Valley College Mark G. Edelstein
Los Medanos College Peter Garcia

**Mediated Tentative Agreement
between Contra Costa Community College District and United Faculty
April 7, 2005**

The District and the United Faculty agree to the following:

1. Faculty salary schedules shall be effectively reduced by 3.38% for 2004-2005 as implemented by a 13.5% salary reduction in for April, May and June of 2005.
2. Faculty salary schedules shall be reduced by 5.25% from the 2003-2004 schedules, beginning July 1, 2005.

To implement a 3.38% salary reduction for 2004-2005 and a 5.25% reduction for 2005-2006, for the period of April 1, 2005-June 30, 2006, faculty salary schedules shall be reduced by 6.9%. If deduction begins in May, the percentage shall be 7.4%.
3. The part-time parity funds shall be used only toward pay for part-time faculty teaching classes with lecture or composition load beginning with the 2005 Summer Session assignments and continuing until agreement is reached on a different arrangement.
4. The money the District set aside for sabbaticals during 2003-04 and 2004-2005 (\$800,000) will be permanently released and become part of the general fund reserve. Without any intention of opening Article 12, in return for the faculty's giving up these funds, the District agrees that beginning in 2006-07, the District shall fund all approved sabbaticals until all of the funds allocated under the contract are committed, unless the District and the UF agree to reduce the funds available for a particular year or the District projects the reserve to be below 5%, per the adopted budget beginning with the adopted budget for 2005-2006.
5. Beginning July 1, 2005, or the first month after faculty are permitted to sign up for a 125 plan whichever comes later, faculty will pay 6% of the monthly cost of their medical and dental insurance. For part-time faculty the monthly cost means the net cost to the district after the employee's contribution.
6. Employees hired on or after July 1, 2005 and their dependents will be eligible for District paid medical and dental benefits under the current provisions until Medicare eligible. At that time, the retiree shall pay 50% of the district's cost for health and dental benefits and the spouse may stay in the district's plan by paying the district's cost. The parties agree to establish a committee to investigate other ways to reduce the cost of health benefits for both current employees and for future retirees. The District shall also permit current and future retirees to purchase participation in VSP or EAP by paying for one or both at the premium rate specified by the carrier for District retirees.
7. The following language shall be added to Article 8:

Management may not change the schedule in any way that results in any of the following:

- 8.1.2.1.1 More than 3 consecutive lecture hours or 4 consecutive lab hours except with the agreement of the faculty member affected.

8.1.2.1.2 Fewer than 12 hours from the end of one day's work to the beginning of the next except with the agreement of the faculty member affected.

8. The following language shall be added to Article 8.

Add to section 8.1.1.1: "when a reduced number of sections, rooms, or times has been made available by management, or when management has denied faculty requests for expansion, management must present department faculty with written documentation supporting their decisions within five working days.

9. The following language shall be added to Article 8.1.1.3:

"No 'A/C' load shall be allowed for any class that ends before 4:00 p.m. on a week day. This limitation shall not apply to faculty who teach 'A' contract after 4 p.m. or on the week-ends."

10. The United Faculty shall receive any and all reports or analyses which have been done within the past three years or which shall be done in the future which are written or produced for the Governing Board regarding the district's management costs, including efforts to reduce management costs.

11. The UF and the District will form a committee to develop a process for re-employment preference for certain qualified part-time faculty to be implemented for the Fall 2006 schedule. The District agrees to pay the UF representatives to the committee for the time spent at these meetings at the AB 1725 rate until agreement is reached or to a maximum of 60 total faculty hours (i.e. 5 faculty members at 12 hours each).

12. For Fall 2005, and Spring 2006, all but 1 mandatory flex day each semester shall become variable flex days.

13. For Spring 2005, Fall 2005, and Spring 2006 only, finals week will not be required service days for faculty except that past practice will remain in place for graduation provided the State Chancellor's office verifies there is no adverse impact on District FTES calculations.

14. It is the intent of the District to apply all changes in salary and benefits equitably among all employee groups, respecting the need to negotiate in good faith with other employee groups.

15. Both parties agree to roll over all other elements of the current agreement through 2005-2006 with no re-openers, unless the district receives revenues in excess of \$2.5 million above what is assumed in the District's projection of 1/25/05 in which case faculty salaries will be reopened.

16. Faculty agrees to hold a ratification election and report the results to the District by 12:00 noon on April 20, 2005.

FOR THE DISTRICT

Peter J. Lucey 4/13/05
Peter Lucey, Attorney at Law Date
Chief Negotiator

FOR THE UNION

Irene Menegas 4-7-05
Irene Menegas, United Faculty Date
Chief Negotiator

In the event that this agreement is not ratified by both parties, the parties' positions revert to their prior positions.