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2014-15 Tentative Agreement Between Contra Costa Community College District and United Faculty

After a series of negotiating sessions considering 2014-15 re-openers, the Parties have agreed to changes in contract language as outlined below. The Parties will continue negotiations on compensation and the 2014-15 formula (Articles 20 and 21), and Articles 7 and 11.

Load Task Force: The Parties agree to make certain provisional changes to Article 7 (Load) and to form a task force to address a number of concerns related to load, assignments, Carnegie units and transfer credit. The changes to Article 7 and the work of the task force are outlined in the attachment. Formation of the task force in no way restricts the District from responding if needed to non-compliance findings as a result of audits, accreditation, etc.

Student Add Period: The Parties agree to clarify Article 7.5.4 as follows:

7.5.4 If class enrollment is within five (5) students of the class maximum after the first class meeting, only the instructor may add students to the class. The instructor must accept additional students up to the posted class maximum **through the add period**. This section shall not prohibit faculty from accepting students above the class maximum at their discretion.

On-Line Office Hours: The Parties agree to make permanent piloted on-line office hours with modifications as follows:

7.8.5.3 ~~Beginning in the fall 2014 semester, a~~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)~~ **for synchronous communication** 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, and this provision will sunset on June 30, 2014, and automatically reopen for 2014-15.~~

Part-time Faculty Sick Leave Donation: The Parties agree to make permanent part-time sick leave donation as found in Article 12.7.15 by striking the language noted below:

12.7.15 Donation of Sick Leave: The District...

Part-time faculty may receive ... ~~Sick leave donation for part-time faculty is part of a pilot program that will sunset June 30, 2014, but will automatically reopen in negotiations for the 2014-15 academic year.~~

Catastrophic Family Leave Pilot: The Parties agree to modify the existing pilot Catastrophic Family Leave as follows:

12.11.3 **Through** ~~During the 2015-16 academic years 2011-12, 2012-13, and 2013-14,~~ unit members may apply for ~~up to 5~~ additional days of Catastrophic Family Leave, subject to the conditions and following the procedures outlined ~~below in the 2010-11 Agreement,~~ **with approval contingent on funds in the identified account and, if needed, additional sources mutually agreed upon by the UF and the District. This provision will sunset at the end of the 2015-16 academic year unless extended by mutual agreement.**

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.

- For the 2014-15 and 2015-16 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 2013-14 will be moved to the 2014-15 family leave account)
- Faculty members who have exhausted their family leave options, including family leave and personal necessity leave, may apply for 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.
- Unused funds remaining in the “UF Catastrophic Family Leave” account at the end of the year will not roll over into the subsequent year.

Part-time Faculty Evaluation: The Parties agree to clarify cycles and timelines for part-time faculty evaluations as found in Appendix X1.1.3 of Article 17. The evaluation timelines only count in regular semesters (Spring and Fall) in which the part-time faculty member has an assignment. If a part-time faculty member has no assignment for three or more consecutive regular semesters, the timelines will start again from semester 1. The Parties agree to incorporate appropriate language in Appendix X and Article 25.

STRS Reporting of Full-time Equivalent Hours for Part-time Faculty: The Parties agree to memorialize the side letter defining full-time equivalent hours for part-time faculty for STRS reporting and to incorporate appropriate load adjustment factors by including the following new language:

20.6.1 Full-time Equivalent Hours for Part-Time Faculty: the District reports 525 hours as the full-time equivalent for instructional part-time faculty service, and 1050 hours as the full-time equivalent for non-instructional part-time faculty service.

Effective July 1, 2014, the District will report 594 hours as the full-time equivalent for instructional part-time faculty service, and 1050 hours as the full-time equivalent for non-instructional part-time faculty service.

In subsequent years, the full-time equivalent hours will be adjusted by the agreed-upon load adjustment factor as follows: lecture weekly hours (15) multiplied by paid weeks per academic year (36) multiplied by Load Adjustment Factor.

Benefits Eligibility Audit: The Parties agree that the District will contract with an outside firm to conduct an eligibility audit for faculty members who participate in District benefits during the 2014-15 fiscal year.

Articles Remaining Open: The Parties agree that Article 20 as it relates to the 2014-15 compensation formula, Article 21 as it relates to benefits premiums and the 2014-15 formula, Article 7, and Article 11 remain open for further 2014-15 negotiations.

Duration: The Parties agree to extend the Collective Bargaining Agreement, other than those Articles noted as remaining open for 2014-15 negotiations, until June 30, 2015.

Ratification: The District agrees that its Governing Board shall consider ratification of this agreement at the May 28, 2014, Governing Board Meeting. United Faculty agrees to hold a ratification vote and report the results to the District no later than 2:00 PM on May 27, 2014.

FOR THE DISTRICT:

Gene Huff, Executive Vice Chancellor

Date

FOR UNITED FACULTY:

Glenn Appell, President

Date

Jeffrey Michels, Chief Negotiator

Date

Load Task Force

The District and United Faculty jointly agree to commission a "Load Task Force" to:

- Ensure that all CCCCDC courses conform to current standards for Carnegie Units, Transfer Agreements and Accreditation;
- Ensure equity in instructional assignments, including issues related to class size and load value; and
- Maximize efficiency and faculty productivity ratios while maintaining the highest standards for instructional quality

The Load Task Force (LTF) will review and discuss instructional assignments, research and document workload parameters for each course taught, and make recommendations for improvements as described below.

The UF and CCCCDC agree that the initial stages of the LTF plan will be cost-neutral and that the LTF will seek to balance any recommendations requiring additional cost with recommendations that offset those costs with savings. Where proposals may change instructional costs, the UF and CCCCDC negotiating teams will review such recommendations during the normal course of collective bargaining.

Part One:

As part of the 2014/2015 Collective Bargaining Agreement, the following provisional changes (in bold and ~~strikeout~~) are made to Article 7.

7.2 **INSTRUCTIONAL FACULTY:** The following types of instructional assignments are agreed to constitute a full instructional load for a semester when conducted for the hours (or WSCH for independent study and work experience) specified (decimals are rounded):

7.2.1 Lecture Course Assignment. One wherein the instructor devotes his/her time in class to a presentation of subject matter and/or discussion, and/or problem solving. Time outside of class is devoted to preparation and to criticizing and evaluating assignments and examinations. An assignment of fifteen (15) in-class hours shall be considered a full instructional load. One hour of lecture course assignment equates to .067 load.

7.2.2 English Composition Type Course Assignment. A lecturecourse wherein an instructor is required to devote an extraordinary amount of time outside of class to criticizing and evaluating written assignments and examinations. An assignment of twelve (12) in-class hours shall be considered a full instructional load, provided that at least nine (9) hours are assigned to English Composition type courses. One hour English composition type assignment equates to .083 load.

7.2.3 **Laboratory Type Course Assignments.**

The UF and CCCCDC agree to provisionally establish four levels of "laboratory" type course assignments, to reflect variations in how much preparation and grading time is involved with teaching different in lab settings. This article will automatically reopen in 2015/2016 so that the UF and CCCCDC may review these changes and consider additional modifications.

The LTF may decide to recommend fewer or more levels or other changes, which would need to be bargained as part of a future agreement. The UF and CCCCDC recognize that along with time spent by the instructor outside of class (preparing for class and evaluating or responding to student work), class size is also a factor in determining appropriate workload value for lab assignments.

- 7.2.3.1 “Laboratory One” Type Course Assignment.** One wherein the instructor devotes his/her time in class to the presentation of subject matter and to the supervision of students who are working on laboratory experiments and/or exercises. Time outside of class comparable to 7.2.1 is devoted to preparation and to evaluating assignments, examinations and/or performances. An assignment of fifteen (15) in-class hours shall be considered a full instructional load. One hour of “Laboratory One” course assignment equates to .067 load.
- 7.2.3.2 “Laboratory Two” Type Course Assignment.** One wherein the instructor devotes the major portion of his or her time in class to the supervision of students who are working on laboratory experiments and/or exercises, practice or skill development. Time outside of class is devoted to preparation and to evaluating assignments, examinations and/or performances. An assignment of twenty (20) in-class hours shall be considered a full instructional load. One hour of “Laboratory Two” type course assignment equates to .050 load.
- 7.2.3.2.1** All courses and assignments classified as of June 30, 2014, as “Laboratory Type” assignments are reclassified under this agreement as “Laboratory Two” type assignments unless or until changes are agreed to following procedures outlined in 7.2.3.4 or following recommendations of the LTF as described in Part Two of this agreement.
- 7.2.3.3 “Laboratory Three” Type Course Assignment.** One wherein the instructor devotes a considerable portion of the course to lecturing and/or demonstrating skills and techniques and the balance of the time to the supervision of student performance and/or the administration of a variety of tests. An assignment of twenty-two (22) in-class hours shall be considered a full instructional load. One hour of “Laboratory Three” education type assignment equates to .045 load.
- 7.2.3.4 “Laboratory Four” Type Course Assignment.** One wherein the instructor devotes a considerable portion of the course working individually with students or in small groups, demonstrating skills and techniques and/or tutoring with effectively no preparation or outside time spent evaluating student work required. An assignment of thirty-five (35) in-class hours shall be considered a full instructional load. One hour “Laboratory Four” education type assignment equates to .029 load.
- 7.2.3.5** Laboratory loads may be modified by the department with the approval of the college president to provide cost/revenue neutral load reduction.
- 7.2.4 Physical Education Course Assignment.** ~~Courses currently designated as “Physical Education” or “Activity” assignments will be reclassified as “Laboratory Three” assignments under 7.2.3.3 unless or until changes are agreed to following procedures outlined in 7.2.3.4 or following recommendations of the LTF as described in Part Two of this agreement.. One wherein the instructor devotes a considerable portion of the course to lecturing and demonstrating skills and techniques and the balance of the time to the supervision of student performance and the administration of a variety of tests. An assignment of twenty-two (22) in-class hours shall be considered a full instructional load. One hour physical education type assignment equates to .045 load.~~
- ~~7.2.5 Tutorial Course Type of Assignment. An assignment of twenty (20) in-class hours shall be considered as a full instructional load. The five (5) required office hours do not need to be scheduled in the tutorial facility. One hour of tutorial course type assignment equates to .050 load. Courses currently designated as “Tutorial Course Type” assignments will be reclassified as “Laboratory Two” assignments under 7.2.3.2 unless or until changes are agreed to following procedures outlined in 7.2.3.4 or following recommendations of the LTF as described in Part Two of this agreement.~~
- 7.2.6 5 Work Experience Type Assignment.**

Part Two:

The LTF will consist of the Vice President of Instruction from each college and three additional management designees, the United Faculty President, Executive Director and three additional UF designees, and the Faculty Senate Coordinating Council President. The LTF will meet during the 2014-15 academic year.

During the 2014-15 academic year, members of the LTF or their designees will begin meeting individually with academic departments on each campus. The goals of the task force groups (TFGs) will be as follows:

- 1 Investigatory -- TFGs will attempt to document the current load factor (assignment type) and maximum class size for each course offered in the District. Similar courses at different colleges will be compared, as will current practice, published course schedules and college catalogs. TFGs will note the number of lecture hours, lab hours, combined lecture/lab hours, activity hours, etc., as well as published class maximums for every course.

Once all courses are documented, the LTF will identify any areas of intercampus and intracampus differences and research the history behind such differences.

The LTF and/or TFGs will discuss with each department possible changes or improvements taking into account all available data, including where possible productivity ratios, Carnegie unit alignment, facilities capacity, etc. in order to learn if changes to load factors or class sizes would improve outcomes or increase efficiencies. Factors under consideration will include preparation, assessment in class or lab as well as outside-of-class-or-lab time, safety and facility issues.

- 2 Advisory -- The LTF will make recommendations to departments, college administrations and to the negotiating teams, as appropriate. Where proposed changes are revenue neutral, departments will be able to request load adjustments according to Article 7.2.3.4 of the UF Contract with or without a recommendation from the LTF. Where proposed changes to load or class sizes result in savings or costs, the LTF will make recommendations to the negotiating teams, with the concurrence of affected departments, to be considered in collective bargaining for the 2015/2016 academic year, at which time the Load Task Force provision will sunset unless extended by mutual agreement. Recommendations of the LTF will require consensus and will be non-binding.