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2015-16 Tentative Agreement Between Contra Costa Community College District and United Faculty

After a series of negotiating sessions considering 2015-16 re-openers, the Parties have agreed as follows:

Compensation: The parties agree to a two-year compensation plan. For 2015-16, effective July 1, 2015, salary schedules will be increased by 5%. A formula will be used to determine salary changes for 2016-17. The 5% salary schedule increase for part-time and overload schedules will only partially (3%) be put on salary schedules B-2, B-3 and B-4; the remaining 2% will be used to implement changes in load adjustment factors, as outlined below.

2015-16:

- Effective July 1, 2015, the B-1 faculty salary schedule will be increased by 5%. Schedules B-2, B-3 and B-4 will be increased 3% on schedule, with the remaining 2% in equivalent salary dollars to be used to implement changes as outlined in "Load Adjustment Factors" below.
- The 5% salary increase shall apply to department chair allocation.
- District will cover its full share (94%) of any increase in health care premiums.
- District will cover step and column increases.

2016-17:

Salary changes will be determined by the following formula. This formula allocates to employees agreed upon new, ongoing revenues as an increase in their total compensation. The *salary* increase will be based on all the money left after subtracting any increased costs of other compensation [health benefits; payroll taxes (including, but not limited to, CalPERS and CalSTRS); and step and column increases], and the cost of any other provisions agreed to for 2016-17.

The total dollars available for distribution are the faculty percentage share of total labor expenses calculated as follows:

- 1) Added to the distribution amount is agreed upon new, unrestricted, on-going funds including but not limited to the following:
 - a) 2015-16 State Statutory COLA and other new ongoing allocations (including but not limited to any one-time allocations that are reclassified as ongoing).
 - b) 2016-17 State Statutory COLA and other new ongoing allocations (including but not limited to any one-time allocations that are reclassified as ongoing).
 - c) 2015-16 actual growth or restoration (not including summer borrowing).
 - d) 2015-16 and 2016-17 net savings realized through increased efficiency including but not limited to savings from retirements.
- 2) Subtracted from the distribution amount are new, ongoing, faculty compensation related expenditure increases, including but not limited to the following:
 - a) 2015-16 carried over faculty-compensation-related ongoing costs in excess of ongoing revenues.
 - b) 2015-16 "costs" of growth, to be calculated using our existing formula.
 - c) 2015-16 and 2016-17 District-paid health benefit premium increases.
 - d) 2015-16 and 2016-17 District-paid payroll tax (including but not limited to CalPERS and CalSTRS) increases.
 - e) 2015-16 and 2016-17 cost of step-column-longevity increases.

- f) 2015-16 and 2016-17 net costs associated with other parts of any collective bargaining agreement with the United Faculty.

If the State's COLA percentage for 2016-17 is greater than the formula-produced salary increase for 2016-17, this agreement may be reopened.

This agreement does not prevent either side from reopening for 2016-17 if there are unanticipated, substantial changes in revenues or expenses.

Beginning July 1, 2016, steps 23-27 will be added to the B-1 salary schedule, with a 2% increase at step 27, contingent upon available funding from the formula. If the formula produces a number less than zero, this provision shall reopen.

Beginning July 1, 2016, cash-in-lieu of District benefits shall be capped at the 2015-2016 Kaiser single rate. If the formula produces a number less than zero, this provision shall reopen.

Load Adjustment Factors: Enhancing the current "Load Adjustment Factor" agreement, the parties agree to the following "load adjustment factors" effective with the Fall 2015 semester. All state funds designated as "parity pay" will be used to adjust load factors.

2015-16: Salary schedules B-2 (instructional faculty), B-3 (other academic services) and B-4 (non-instructional faculty) will increase 3% for 2015-16. The salary dollar equivalent of the remaining 2% increase will be applied to load adjustment factors for regular semester teaching based on instructional method. Load adjustments for summer classes will be applied at the "A/C" rate.

The 2015-16 load adjustment factors (beginning with Fall 2015 classes) will be applied at the course section level based on instructional method as shown below.

- Lecture – 1.148 for "C" and 1.02 for "A/C"
- Lab – 1.02 for "C" and 1.02 for "A/C"
- Composition – 1.148 for "C" and 1.02 for "A/C"
- All others, including activity and non-instructional, will stay as-is on the current salary schedule

2016-17: The negotiated formula will be used to determine what, if any, increase will be available. If the formula generates an increase, the salary dollar equivalent of the increase may be applied to the load adjustment factors with the distribution to be negotiated. If the formula does not generate an increase, no automatic changes will be made to the load adjustment factors, but the UF and CCCCDC agree that our long-term goal is continue adjusting load factors until we reach our negotiated definition of pay parity. If the state changes the amount of money available in the parity pay categorical fund at any time during the life of this agreement, this portion of the agreement may be re-opened.

Benefits Savings Committee: The UF and CCCCDC agree to establish a benefits saving committee (to include other employee groups if they elect to participate) to engage in 2015-16 a comprehensive review of employee benefits with the goal of generating savings and/or containing ongoing costs. The Committee shall make recommendations to the bargaining teams.

Evaluation: The Parties agree to modify faculty evaluation procedures and forms as indicated below, effective with evaluations beginning in Spring 2016. X1.2 is used to indicate the agreed-upon changes. All forms and procedures for x1.1 through x5.3 shall have the corresponding section and/or form updated as indicated below.

X1.2.14.1.10 Regularly assess the teaching-learning process, periodically check student ~~understanding~~ **learning**, and modify strategies as necessary to ~~improve results~~ **increase effectiveness in achieving student learning outcomes**.

"Classroom Observation Plan" Form Section 3: "Explain how the content of this section fits into the ~~overall~~ **student learning outcomes for the** course."

"Classroom Observation Form":

Section #1 "Objectives: The professor made a clear statement of the objectives of the session **connected to the student learning outcomes of the course** at the beginning of class or at another appropriate time."

Section #10 "Comprehension: The professor periodically ~~checked student understanding,~~ **assessed student learning,** and modified teaching strategies as necessary **to increase effectiveness in achieving learning outcomes.**"

Section #14 "Syllabus: The professor's syllabus includes a description of course content, contact information, office hours if applicable, **student learning outcomes,** the means by which students will be evaluated, grading standards, and other relevant information"

Section #16 "Professional Obligations: The professor meets professional obligations outside of class (e.g. submits rosters and grades on time, **participates in dialogue about student learning outcomes assessment results,** etc.).

"Student Evaluation Form":

Section #16 "helps me meet the goals and learning objectives/**outcomes** of the course"

Part Time Faculty Benefits: The Parties agree to modify part-time faculty benefits as indicated below, effective with enrollment for the Fall 2016 semester. Parties agree to review tiers and costs for the 2017-18 fiscal year.

21.9.5 Part-Time Fringe Benefit: Part-time temporary unit members and their dependents may qualify for health and/or dental benefits listed in Appendix F (vision excluded) under the following conditions:

21.9.5.1 Faculty member must be employed in the current semester and have averaged at least .3 FTE of a regular faculty member's load for the previous ~~two semesters~~ **academic year (fall and spring)**. ~~Load information for the entire fall Semester will be collected in December and load information for the entire spring Semester will be collected in June. Persons currently enrolled in the program will continue eligibility, as well as those who qualified in 1989-90 under the .2 requirement. There is no need to confirm enrollment in order to continue receiving benefits. In order to discontinue benefits, faculty members must complete an official~~ **District deleting-coverage form found at the District website. Kaiser or Anthem Blue Cross enrollment/change form to indicate that they are discontinuing medical coverage.** Otherwise, faculty members will continue on the plan, unless they no longer meet eligibility requirements, in which case they will automatically be dropped from the plan **and will receive a COBRA notice describing how they can continue their coverage through COBRA.** In this instance submitting an enrollment change form is not necessary. District will notify all part time faculty that it is the responsibility of the part time faculty member to drop health coverage **in the open enrollment notice.**

21.9.5.1.1 In order to add or drop dependents, spouse, or domestic partner, provider enrollment/change form must be submitted to college human resources office. ~~A certificate of divorce or legal separation, or proof of other coverage must be submitted in addition to the enrollment/change form.~~ **In order to drop dependents, spouse, or domestic partner, a certificate of divorce or legal separation, dissolution of domestic partnership or proof of other coverage must be submitted in addition to a District deleting coverage form. In order to add dependents, spouse, or domestic partner, a copy of a marriage license (spouse) or District Affidavit of Domestic Partnerships (spouse), copies of birth certificates (dependent children) are required for enrollment and must be attached to the enrollment form when including a spouse or dependent child.**

21.9.5.2 Approval of this arrangement by the carriers.

21.9.5.3 District shall contribute **toward the premium cost of the health plan selected based on the member's average load for the previous academic year (fall and spring) in three tiers as follows:**

30% load and greater – District shall contribute 40% of the premium cost
40% load and greater – District shall contribute 50% of the premium cost
60% load and greater – District shall contribute 75% of the premium cost

~~50% of the health and/or dental premium for part-time faculty who teach 50% or less and who elect benefits. This provision shall be in effect as long as AB 3099 funding is available. If state funding is less than 50%, the District shall contribute the same percentage as the state provides, except the District will contribute at least an amount equal to the unit member's percent of their previous teaching semesters full load assignment. Any cost overruns shall be dealt with~~

~~as an automatic reopener during subsequent negotiations. Faculty will be notified that they will be responsible for any state funding shortfall.~~

21.9.5.4 **The member's average load for the prior academic year (fall and spring) shall determine the District's contribution toward the premium for the entire fiscal year in which the member is otherwise eligible. Payments shall be averaged over all months in which the member is eligible and selects health benefits coverage.** ~~For those teaching over 50%, the District will pay a premium amount proportionate to the District's average health plan premium contribution for full-time unit members, and/or a premium amount proportionate to the part-time dental plan premium selected by the member based upon the part-time temporary unit members percent of their previous teaching semesters full load assignment.~~

21.9.5.5. Employee payment will be automatically made by payroll deduction, unless net salary is insufficient or the employee prepays. The employee may utilize the IRS Section 125 plan to make his/her premium payments on a pre-tax basis. The District shall continue to make its pro-rata premium contributions for the months of July, August, and September and shall bill the member for their portion by U.S. mail by June 1 for these months. Premium must be received in advance of the District's payment due date.

21.9.5.6 Failure to pay premium terminates coverage and the individual cannot be re-instated until the following year.

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. ~~On or before September 8, the District will provide the designated UF representative a list of the part-time enrollees, and load data for only the enrollees for the previous fall and spring semesters.~~

21.9.5.8 Part-time unit members beginning participation in the spring semester will submit provider enrollment forms to their campus human resources office during open enrollment dates, January 15 through February 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. ~~On or before February 8, the District will provide the designated U.F. representative a list of the part-time enrollees, and load data for only the enrollees for the previous spring and fall semesters.~~

21.9.5.9 Coverage for those beginning participation in the fall will be effective on October 1. Coverage for those beginning participation in the spring will be effective March 1.

Automatic Reopeners: The bargaining teams will meet to continue discussing open issues and to negotiate on how the money will be distributed if the formula yields an amount greater than zero. The following articles, discussed during the 2015-2016 negotiations, will be opened for 2016-17 negotiations.

- Article 7, to focus on:
 - science lab load parity and related issues, such as class size, as well as other load parity issues, such as coaching assignments (including reassigned time), and recommendations by the Load Task Force (including costs, options for cost offsets, and other funding sources for proposed changes);
 - making office hours for part-time faculty mandatory, and compensating for office hours on the salary schedule
- Article 6, to focus on:
 - program lead definition and compensation based upon recommendations from the program lead workgroup to be established;
 - compensation for department chairs
- Article 21, to focus on Medicare coordination, wellness, and recommendations of the Benefits Saving Committee
- Article 20, to focus on salaries, including possible salary increases and changes to part-time-faculty load adjustment factors.

- Article 10, to focus on a compressed calendar and related workload issues

Equity Hour Plan: The Parties agree to complete the development of, and implement for the Fall 2016 semester, an “Equity Hour” program for part-time faculty using the attached draft as a guide. The Parties agree to establish a workgroup consisting of at least one faculty member appointed by each college’s equity committee, one faculty member selected by United Faculty from each college, and two managers from each college to complete the plan development. For the 2016-17 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 2017-18, conditioned upon continued “Student Equity” funding, designated funding shall be agreed upon based on participation and available funding.

Completion of specified training shall be required for program participation. Participation shall be capped at 500, unless mutually agreed to otherwise. Those requesting participation shall apply (and participate in training) in the prior semester.

If participation is determined to be insufficient to meet the anticipated, allocated expenditure in any semester, the allocated funds may be used for other allowable professional development activities.

The program shall be piloted for the 2016-17 and 2017-18 academic years and evaluated at the end of the 2017-18 academic year against criteria as outlined in the “Student Equity” requirements and others as developed by the workgroup.

Ratification: The District agrees that its Governing Board shall consider ratification of this agreement at the October 7, 2015, Governing Board Meeting. United Faculty agrees to hold a ratification vote and report the results to the District no later than 9:00 PM on October 7, 2015.