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HUMAN RESOURCES DEPARTMENT

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2013-14 Tentative Agreement Between Contra Costa Community College District and United Faculty

After a series of negotiating sessions considering 2013-14 re-openers, the parties have agreed to changes in compensation and language as outlined below.

Compensation:

The UF and CCCCDC remain committed to working collaboratively to address financial challenges and to offer the best quality education possible for our students. We reaffirm our goals of reaching the top third of the Bay 10 in total compensation for faculty while working in partnership to improve district-wide efficiency and productivity.

The parties agree to a two-year compensation plan. For 2013-14, faculty salary schedules will be increased by 2%. A formula will be used to determine salary changes for 2014-15. The 2% salary schedule increase for part-time and overload schedules will not be put on the salary schedules B-2 and B-4, but will be used to implement changes in parity pay and load adjustment factors, outlined below.

2013-14:

Beginning with the Fall 2013 semester, all faculty salary schedules will be increased by 2% as “fronted COLA” from District Reserves. Schedules B-2 and B-4 will not be increased on schedule, but the equivalent salary dollars will be used to implement changes as outlined in “Parity Pay/Load Adjustment Factors” below.

- District will cover its full share (94%) of any increase in health care premiums.
- District will cover step and column increases.
- If the State’s COLA percentage for 2013-14 exceeds 2%, the agreement may be reopened.

2014-15:

Salary changes will be determined by the following formula. This formula allocates to employees 88% of all new, ongoing revenues as an increase in their total compensation. The *salary* increase will be based on all the money left after subtracting the costs of other compensation: benefits; and step and column increases.

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 88% of all new, unrestricted, on-going funds including but not limited to the following:
 - a) 2013-14 State Statutory COLA and other new ongoing allocations.
 - b) 2014-15 State Statutory COLA and other new ongoing allocations.
 - c) 2013-14 actual growth or restoration.
 - d) 2013-14 and 2014-15 productivity gains realized by adding 5-minutes to 2-day-a-week classes at DVC per UF/CCCCDC MOU, which change is made permanent by this agreement.
 - e) 2013-14 and 2014-15 net savings realized through increased efficiency including productivity ratio improvements and 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) 2013-14 “fronted COLA” of 2%.
- b) 2013-14 “costs” of growth, to be calculated using our existing formula.
- c) 2013-14 and 2014-15 District-paid health benefit premium increases.
- d) 2013-14 and 2014-15 cost of step-column-longevity increases.
- e) 2013-14 and 2014-15 net costs associated with other parts of any collective bargaining agreement with the United Faculty.

If the State’s COLA percentage for 2014-15 is greater than the formula-produced salary increase for 2014-15, this agreement may be reopened.

If this formula results in a total compensation percentage-increase that fails to exceed 2% plus the health benefits percentage-increase plus the step-column-longevity increase, the full compensation agreement will sunset at the end of 2014-15.

This agreement does not prevent either side from reopening for 2014-15 if there are unanticipated, substantial changes in revenues or expenses.

Parity Pay / Load Adjustment Factors: Replacing the current “parity pay” agreement, the parties agree to implement “load adjustment factors” effective with the Fall 2013 semester. All state funds designated as “parity pay” will be used to adjust load factors, per this agreement.

2013-14: Salary schedules B-2 (instructional faculty) and B-4 (non-instructional faculty) will remain static for 2013-14. The salary dollar equivalent of the negotiated 2% increase will instead be applied to load adjustment factors for regular semester (spring and fall) teaching based on instructional method. Load adjustments for summer classes will be applied at the “A/C” rate beginning Summer 2014.

The 2013-14 load adjustment factors (beginning with Fall 2013 classes) will be applied at the course section level based on instructional method as shown below.

- Lecture – 1.10 for “C” and 1.02 for “A/C”
- Lab – 1.02 for “C” and 1.02 for “A/C”
- Composition – 1.10 for “C” and 1.02 for “A/C”
- Summer lecture, lab and composition teaching beginning Summer 2014 – 1.02 for “C” and 1.02 for “A/C”
- All others, including activity and non-instructional, will stay as-is on the current salary schedule

2014-15: 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 will 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. Beginning in 2013-14 negotiations (for the 2014-15 academic year), the UF and CCCCDC agree to discuss adjustments to the load factors and funding sources, such as productivity gains, savings from increased efficiencies, retirement, new ongoing revenues or contract changes, that will help make progress towards our parity goal. If the state substantially 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: The parties agree that United Faculty will hold a ratification vote of its members to determine if it will authorize the Contra Costa Community College District to negotiate a contract with Anthem Blue Cross (per Article 21.6.4 of the UF/CCCCDC Contract) to replace Health Net based on the parameters as outlined in the Anthem Blue Cross bid as of April 29, 2013.

The medical co-pay reimbursement process and form will be clarified to include hospital and emergency room visit copays. The process and form will also be clarified that the reimbursement does not cover out-of-network PPO percentage co-pays.

The District and UF agree to explore changes to the part-time faculty dental plan, specifically, converting the part-time plan to be the same as the full-time plan and/or merging the plans.

Part-time Faculty Staffing Preferences (Article 25): The parties agree to modify the language of Article 25 as outlined below. New forms PT-1 through PT-5 may be found as attachments to this agreement.

25.1 STAFFING PREFERENCE ELIGIBILITY INFORMATION:

25.1.1. Faculty member has received...

25.1.2. Faculty member has received...

25.2 PROCESS FOR OBTAINING STAFFING PREFERENCE:

25.2.1. Part-time faculty members may submit...

25.2.2. The eligible part-time faculty member submits...

The department chair and division dean shall review... In the absence of any disqualifying conditions, a faculty member meeting criteria #1 in 25.1.1 or 25.1.2 will be granted staffing preference.

25.2.3 4- The department chair and division dean shall review applicants under criteria #2 to determine whether or not to grant staffing preference based on the evaluation criteria. If the department chair and division dean cannot reach agreement about granting preference for a faculty member, the department chair will convene ~~the~~ a review team consisting of the chair, dean and evaluators (or department designee if the evaluator is not available) **and a UF representative selected by the UF President**. The review team decides by consensus whether or not to grant preference to the applicant.

25.2.4 Applicants denied staffing preference have the right ...

25.2.5. Staffing Preference is granted...

25.2.6 Retiring full-time faculty may apply for staffing preference following the semester that they return to teach part-time after retirement. Retired full-time faculty will use their first year teaching part-time for the establishment of their fall and spring modal loads. (Full-time teaching does not count towards modal load.) Retirees will be evaluated as a part-time faculty in their first semester teaching part-time, regardless of previous full-time evaluations, and every 6th semester thereafter. Retirees never need to use the 7th-semester format for evaluations.

25.2.7 The granting or denial of staffing preference shall be communicated in writing by the dean or designee to the faculty member using Appendix PT-1.

25.3 ~~LOSING STAFFING PREFERENCE~~ **DISQUALIFYING CONDITIONS:** Regardless of eligibility, part-time faculty will not be awarded ~~or will lose~~ staffing preference under any one of the following conditions:

25.3.1 faculty member has not submitted...

25.3.2 faculty member has not submitted census roster or positive daily attendance rosters by the prescribed deadline on more than one occasion for a period encompassing the ~~two~~ **four** most recent teaching semesters **and has been individually warned in writing by the dean that a subsequent failure will result in disqualification. Appendix PT-2 may be used for this purpose.**

25.3.3 faculty member has been absent from class, lab, or assigned staffing hours without proper notification to the division or instruction office on more than one occasion for a period encompassing the ~~two~~ **four** most recent teaching semesters.

25.3.4 faculty member has been the subject of persistent unresolved **and substantiated student** ~~students~~ complaints alleging violations of Education Code 87732. **Student complaints must be documented and handled according to the District's student grievance procedures.**

25.3.5 the district has found...

25.3.6 faculty member has not taught...

25.3.7 **Whenever possible, where a second violation of procedure or policy can result in disqualification or loss of staffing preference, the Division Dean will issue a written warning informing the faculty member that an incident is being considered a "first offense" per Article 25.3 or 25.4. Appendix PT-2 may be used for this purpose.**

25.3.8 The Evaluation Review Team (evaluator(s), chair and dean) may...

25.4 LOSING STAFFING PREFERENCE

A part-time faculty member who has attained staffing preference may lose preference through any of the same "disqualifying factors" as described in Article 25.3, with the following amendments and additions:

25.4.1 **A faculty member who has not taught or has declined all assignments offered for the previous two semesters, except under conditions covered under the CMFLA (California Medical Family Leave Act) may lose preference.**

25.4.2 **Faculty losing staffing preference must be notified in writing by the dean or designee, articulating the reason for loss of status. Appendix PT-3 may be used for this purpose. Faculty who lose staffing preference for a disqualifying condition other than evaluation scores may request a hearing with the Vice Chancellor of Human Resources or designee to appeal the decision on procedural grounds.**

25.4.3 **If a faculty member working in multiple departments is disqualified from staffing preference in one department, this does not automatically disqualify the member from earning or keeping preference in a different department.**

25.4.4 **A faculty member who loses staffing preference for any reason or fails to qualify or re-qualify for preference may reapply following standard procedures after his or her next regularly scheduled evaluation (if still employed).**

25.5 **MAINTAINING STAFFING PREFERENCE:** After having gained staffing preference...

25.56 **EXCEPTIONS TO GRANTING PREFERENCE RIGHTS:** Staffing Preference is not available to...

25.67 **STAFFING PREFERENCE BENEFITS FOR PART-TIME FACULTY:**

25.7.1 Whenever possible, a faculty member with staffing preference must be offered...

25.7.2 **If it is not possible for department to offer a part-time faculty member with staffing preference his or her historical load, the member will be informed by the department in writing using the form contained in Appendix PT-4. Copies will also be sent to the Division Dean and to the United Faculty.**

225.7.3 Part-time faculty may qualify for...

325.7.4 Part-time faculty may qualify for staffing preference at in different colleges. Such rights have to be

attained independently at the department level and cannot be transferred from college to college ~~department to department~~ (except by mutual agreement of the departments and faculty member).

25.7.5 Part-time faculty with preference will submit to their department chair or designee a Scheduling Preference Form (such as Appendix PT-5) every semester prior to staffing for the next semester. The form will ask for scheduling preferences, including times and dates, as well as whether the faculty member would like to increase his or her load (up to the maximum of 67%) and what courses he/she is interested in teaching and qualified to teach. Departments will take faculty preferences into consideration when staffing.

25.7.64 Part-time faculty members with preference have...

~~25.7.7-5.~~ Part-time staffing assignments shall be...

~~6.~~ Department chairs or staffing committees shall provide part-time faculty with preference the opportunity to state staffing preferences (including but not limited to days/time available, historical schedules, course preferences). Whenever possible, preferences will be honored providing they do not conflict with departmental or student needs.

~~25.7.8 7.~~ Departments will address in their written guidelines...

25.7.9 Part-time faculty with staffing preference may request a permanent parking sticker from Police Services with proof of staffing preference.

25.78 REVIEW: This Article of the CCCCDF and District Agreement shall be reviewed and amended every two years or when significant changes occur either in the Ed Code or other contractual procedures (such as, but not limited to, Evaluations).

Sabbaticals: Since 2014-15 will be the first year faculty sabbaticals will be funded after a two-year hiatus, pursuant to the UF/CCCCDF Agreement of May 3, 2011, and recognizing that there may be more faculty eligible to apply for sabbaticals than usual because of the break in funding, the UF and CCCCDF agree, in keeping with our shared commitment to professional development and sabbaticals, to fund as many approved sabbatical requests for 2014-15 as possible, following Article 12.5.4.2.3 of the UF contract, and to discuss and agree upon additional funding sources if necessary.

Pilot Programs: The parties agree to extend through June 30, 2014, pilot programs that were to sunset effective June 30, 2013, and that they will be automatically reopened for 2014-15, including on-line office hours, catastrophic family leave, and part-time faculty sick leave donation.

Ratification:

The District agrees that its Governing Board shall consider ratification of this agreement at the May 22, 2013, 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 22, 2013.

FOR THE DISTRICT:

Gene Huff, Vice Chancellor

Date

FOR UNITED FACULTY:

Glenn Appell, President

Date

Jeffrey Michels, Chief Negotiator

Date

Appendix PT-1 (Notification of Staffing Preference Decision)

Department: _____ College _____ Date: _____

Dear _____:
(Faculty Member)

In response to your application for staffing preference, this letter is to inform you that your most recent faculty evaluations have been reviewed by your department chair and division dean, in keeping with Article 25.2.2 of the United Faculty/CCCCD Contract, to determine your eligibility for part-time staffing preference. The results of that review are listed below.

- You have qualified for staffing preference, per Article 25 of the UF/CCCCD Contract. Your rights and responsibilities are outlined in Article 25. Of particular note, you must complete and return to your department chair a staffing preference form (such as Appendix PT-5) by the deadline established by your department. This obligates your department to offer you your historical load (modal load), if possible, every semester, so long as you retain staffing preference. Your modal load will be communicated to you during the next scheduling cycle. For details, refer to Article 25.
- Your most recent evaluations do not qualify you for staffing preference at this time. You may reapply for staffing preference following your next regularly scheduled evaluation.
- You do not qualify for staffing preference due to the following disqualifying condition:
 - You have not submitted final grades for a class in a timely fashion (within 10 working days of the last day of instruction for the semester) within the previous four semesters taught.
 - You have not submitted census roster or positive daily attendance rosters by the prescribed deadline on more than one occasion for a period encompassing the four most recent teaching semesters.
 - You have been absent from class, lab, or assigned staffing hours without proper notification or justification to the division or instruction office on more than one occasion for a period encompassing the four most recent teaching semesters having received a warning for at least one absence.
 - You have been the subject of persistent unresolved and substantiated student complaints alleging violations of Education Code 87732.
 - The District has found you to have violated a specific section of Education Code 87732.
 - You have not taught or have declined all assignments offered for the previous two teaching semesters (not including absences covered under the CMFLA).

After the seventh semester of teaching in a department, all faculty may apply (or reapply) for staffing preference following every regularly scheduled evaluation. If you have questions about the process, the decision communicated by this form, or your appeal rights under the contract, please contact your United Faculty representative.

Department Chair

Division Dean

Appendix PT-2 (Warning Letter regarding Risk of Losing Staffing Preference)

Department: _____ College: _____ Date: _____

Dear _____:
(Faculty Member)

This letter is to inform you that you are at risk of losing staffing preference per Article 25.4 of the UF/CCCCD Contract. The specific reason(s) for this warning is (are) listed below.

- You have not submitted census rosters or positive daily attendance rosters by the prescribed deadline during a period encompassing the four most recent teaching semesters. A second failure to submit rosters on time will result in your losing staffing preference.
- You have been absent from class, lab, or assigned staffing hours without proper notification or justification to the division or instruction office during a period encompassing the four most recent teaching semesters. A second absence without proper notification will result in your losing staffing preference.
- You have not taught or have declined all assignments offered for the previous teaching semesters (not including absences covered under the CMFLA). If you decline teaching assignments for the next semester, you will lose staffing preference.
- You are at risk of losing staffing preference due to another disqualifying condition, per Article 25.4. The specific reason is:

After the seventh semester of teaching in a department, all faculty may apply (or reapply) for staffing preference following every regularly scheduled evaluation. If you have questions about the process, the decision communicated by this form, or your appeal rights under the contract, please contact your United Faculty representative.

Department Chair

Division Dean

Appendix PT-3 (Notification of Loss of Staffing Preference)

Date: _____

Dear _____:
(Faculty Member)

You are hereby notified that you have lost staffing preference in the following department:

Department Name	College
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The reason for your loss of preference status is listed below:

- You have not submitted final grades for a class in a timely fashion (within 10 working days of the last day of instruction for the semester) within the previous four semesters taught.
- You have not submitted census rosters or positive daily attendance rosters by the prescribed deadline on more than one occasion for a period encompassing the four most recent teaching semesters.
- You have been absent from class, lab, or assigned staffing hours without proper notification or justification to the division or instruction office on more than one occasion for a period encompassing the four most recent teaching semesters.
- You have been the subject of persistent unresolved and substantiated student complaints alleging violations of Education Code 87732.
- The District has found you to have violated a specific section of Education Code 87732.
- You have not taught or have declined all assignments offered for the previous two teaching semesters (not including absences covered under the CMFLA).

You have the right to request a hearing, per Article 25.4.2 of the UF/CCCCD Contract, to appeal this decision on procedural grounds. After the seventh semester of teaching in a department, all faculty may apply (or reapply) for staffing preference following every regularly scheduled evaluation. If you have questions about the process, the decision communicated by this form, or your appeal rights under the contract, please contact your United Faculty representative.

Department Chair

Division Dean

Appendix PT-4 (Department Unable to Office Historical Load Form)

Dear Faculty Member:

This letter is to inform you that the _____ Department
at _____ College, in which you have staffing preference, is unable to offer you your full historical load
for the upcoming semester: _____.
Fall/Spring, Year

According to our records, your historical load (modal load or median load, per Article 25 of the UF/CCCCD
Contract) is

_____.

However, the Department is only able to offer you the following schedule/load for the coming semester:

_____.

- We have verified that no part-time faculty without staffing preference have been offered load that should have been offered to you, per Article 25 of the UF/CCCCD Contract.

The Department hopes to be able to return you to your historical load in the future. If you have questions about the information communicated by this form or want to review your rights under the contract, please contact your United Faculty representative.

Department Chair

Division Dean

CC: United Faculty of CCCD; Division Dean or Office of Instruction

Appendix PT-5 (Part-Time faculty Staffing Preference Form)

DATE: _____

If you are interested in an adjunct assignment, please complete this form and return it to your department chair prior to the deadline established by your department, per Article 25.7.6 of the UF/CCCCD Contract. Please note that in the fall and spring semesters, all hourly assignments are limited to 67% of a full-time load district-wide. Thank you for your interest. Not turning in this form does not change modal load or preference.

Name: _____ Department and College: _____

Scheduling for the up-coming Semester: Fall Spring Year: _____

- I am requesting the same schedule I had last fall/spring.
- I am requesting a change in my schedule.
- I would like to add a class or increase my load if there is an opportunity.

Preferred schedule for next semester:

_____.

Teaching Assignments for Last Two Semesters (not counting summer):

Fall (year: _____):

Spring (year: _____):

Modal Load (if known): _____

Courses I have taught in the Department previously:

Additional courses for which I am qualified and would like to teach:

SUMMER:

- | | | |
|--------------------------------------------------------------------------|-----|----|
| Are you available and interested in an assignment in the summer session? | Yes | No |
| If yes, are you available for assignments on nights or on Saturdays? | Yes | No |