**Contra Costa Community College District/United Faculty Negotiations**

**September 19, 2017**

**Joint Communication – 2017-18 Negotiations Update**

**Participants:**

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The United Faculty and District negotiating teams met for two full-day sessions on Friday, September 8 and Friday, September 15, and we are pleased to announce that we have reached a Tentative Agreement (TA) for a three-year successor contract covering 2017-2018, 2018-2019 and 2019-2020.

The full TA will be available in a week or so, as there are language issues, particularly related to intellectual property rights, still being worked out in consultation with District and UF legal advisors. The UF is planning to hold a ratification vote in early October (which will include the usual communications in *Table Talk* and public forums to discuss the details of the agreement), and then if ratified by UF, the TA will go to District Governing Board for final approval at their October 11 or November 8, 2017, meeting.

**Here is a detailed summary of the TA:**

**2017-2018**

**Compensation:**

For 2017/2018, the District will cover step and column increases as well as STRS and PERS contributions and its share (94%) of health benefits premium increases. In addition, salaries on the B-1 schedule (full-time A load) will be increased by 2% retroactive to the start of the fall semester, 2017, and the Load Adjustment Factors for part-time faculty will be increased, retroactive to fall, 2017, as follows: for lab-2 assignments: from 2% to 3%; for 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, with a 2% increase at step 27. Faculty who have been at step 22 for longer than one year will have their step recalculated and adjusted (and those who are already at step 27 based on years of service, will receive the 2% salary increase retroactive to the start of the fall 2017 semester).

**Coaching Assignments:**

Compensation for coaching assignments will be increased as follows: retroactive to the start of the fall, 2017, semester, salaries on the “F Contract” salary schedule for part-time coaches will be increased by 25%. Beginning spring 2018, the load for coaching assignments will increase 25% (from 44% to 55% A-load).

**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 account of $50,000 annually. The plan will be administered by District Human Resources as outlined below.

• 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)

• 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 by District Human Resources, 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.

**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:**

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

**• 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.**

**• 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.**

**Intellectual Property Rights**

Our intellectual-property-rights agreement has been reviewed by both District and UF legal advisors, but there are still some minor details of language being worked out. We have agreed to allow some time for the lawyers to reach consensus on the exact wording. The District and UF have a mutual interest in establishing an environment that fosters and encourages the creativity of individual faculty members. The basic elements of the agreement are as follows:

• Faculty retain exclusive rights to the commercial use of any academic intellectual property that they produce during the normal scope of their employment, including curriculum, unless there is a separate specific agreement otherwise.

• When faculty produce intellectual property during sabbaticals or while they are otherwise being compensated outside their normal duties to produce said property, faculty retain exclusive commercial rights as well as unlimited rights to use, reproduce and modify said property (unless there is a separate specific agreement otherwise). And in addition, the District retains unlimited use and modification rights to said property.

• The District and one or more faculty member(s) may enter into a separate written

 agreement for a specific project that may include an explicit allocation of

 intellectual property rights.

**Capping Cash in Lieu of District Benefits**

Beginning January 1, 2018, the maximum monthly payment for full-time faculty who elect not to participate in a District medical plan, will be $600. Cash-in-Lieu will be still be tied to the Kaiser Single Rate (with this cap in place). At present, the Kaiser single rate is $672/month, so this means that cash-in-lieu will go down $72/month in January.

**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.

**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.

**2018-2019**

**Compensation:**

For 2017/2018, the District will cover step and column increases as well as its share (94%) of health benefits premiums and STRS and PERS increases.

**Science Lab Load:**

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

**Department Chairs and CTE Program Coordinators**

Beginning fall, 2018, districtwide funding for department chairs will be increased by $160,000, and the formula in the contract will be amended to provide a $1000/per semester stipend (or load equivalent) for CTE Program Coordinators. This allocations provides a baseline of funding for coordinators and some additional money for department chairs as well.

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

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.

 **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 advice the Program Coordinator.**

**6.2.3.2.30.1.1 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.**

**Equity Hour Program**

The Equity-Hour Pilot Program will be extended for one year to include 2018/2019 at the current funding level.

The Parties agree to continue the 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 expenditure 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 if effect.

**Part-Time Parity/Pay Equity**

Any available remaining ongoing funding, using our existing formula, will be allocated to load adjustment factors for part-time parity up to $500,000.

**2019-2020**

Salary and benefits for 2019-2020 will be open (and still need to be negotiated) for 2019-2020. In addition, both UF and 4CD have the right to open up to two articles 2019-2020 negotiations (or more by mutual agreement). The following articles will also reopen for 2019-2020:

 Article 7 (Load)

 Article 12 (Leaves): regarding Religious Leave and Personal Necessity Leave

 Article 19 (Grievance Procedure)

 Article 21 (Benefits)

 Article 25 (Part-Time Staffing Preference)

The teams also agreed to clarify the following in the Tentative Agreement:

**Benefits Committee**

 The 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

**Load Task Force**

 The 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.