

2016-17 Contra Costa CCD / United Faculty Tentative Agreement

Compensation:

Compensation Formula: The District will cover step and column increases and its share (94%) of health benefits premium increases for 2016-17. There will be no other changes in compensation as a result of the two-year, 2015-16 and 2016-17, compensation formula.

Compressed Calendar and Canvas Conversion Compensation: All faculty will receive a one-time, off-schedule payment calculated at 2.5% of base pay ("A" load or "C" load only, where "C" load shall include classroom, counseling, and librarian hours, and coaching contracts) for spring, 2017, to compensate for one-time work associated with shifting to a 16-week semester academic calendar effective fall 2018, and also for converting from Desire 2 Learn (D2L) to Canvas as our learning management system.

Parties agree that participation in professional development activities related to using Canvas helps improve teaching for any course and benefits students. Approved Canvas training shall qualify for FLEX credit.

Compressed Calendar, Effective Fall 2018:

UF and 4CD agree to begin the transition to a "compressed calendar," or 16-week semester academic calendar, with the first 16-week semester planned for fall 2018.

Commencing with the first compressed calendar semester, the following changes to Articles 7 and 10 of the collective bargaining agreement will be implemented as noted below.

Intersession: The rights and responsibilities, wages and working conditions of summer will apply to any intersession scheduled under the compressed calendar.

Evaluation, Sabbaticals, Leaves, Calendar (including Breaks and Finals Schedule), and other Time Lines: Unless otherwise specified in this or future agreements, all time lines will be adjusted for the compressed calendar by mutual consent between the UF and 4CD. The standard adjustment is 16/17.5 (weeks). Prior to implementing the compressed calendar, a UF/4CD workgroup will review the contract to adjust time lines as needed.

Article 7 – Faculty Load/Class Size

Changes to load for instructional faculty under the compressed calendar are intended strictly to reflect current practices. No policies related to instructional load were changed.

7.1 Faculty Load is credited in hours per ~~week-course (or WSCH for independent study and work experience)~~, which are assigned in instructional load assignments and/or non-instructional load assignments.

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):~~ **for a semester using total hours as specified on an official course outline of record.**

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.~~ **Every 18 hours on an official course outline will be equivalent to 1/15 of a full semester load.**

7.2.2 English Composition Type Course Assignment. A lecture course 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.~~ **Every 18 hours on an official course outline will be equivalent to 1/12 of a full semester load. An assignment of two hundred sixteen (216) in-class hours shall be considered a full instructional load, provided that at least one hundred sixty two (162) hours are assigned to English Composition type courses.**

7.2.3 Laboratory Type Course 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.~~ **Every 18 hours on an official course outline will be equivalent to 1/15 of a full semester 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.~~ **Every 18 hours on an official course outline will be equivalent to 1/20 of a full semester load.**

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 7.2.3.5 or following recommendations of the LTF as described in Part Two of this agreement or otherwise agreed to between the Parties.

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.~~ **Every 18 hours on an official course outline will be equivalent to 1/22 of a full semester 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.~~ **Every 18 hours on an official course outline will be equivalent to 1/35 of a full semester 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 ~~reductions~~**changes**.

7.2.4 Physical Education Course Assignment. Courses ~~currently~~ **formerly** 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~~ **7.2.3.5** or following recommendations of the **Load Task Force**.

7.2.5 Tutorial Course Type of Assignment. Courses formerly 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~~ **7.2.3.5** or following recommendations of the LTF as described in Part Two of this agreement.

7.2.6 Work Experience Type Assignment. One wherein the instructor works with students and their employers to develop learning objectives, monitors progress, consults with students and employers, and evaluates the learning experience. ~~An assignment which develops a minimum of six hundred seventy-five (675) weekly student contact hours is considered a full instructional load. A full-time member participating in co-op ed whose semester load is below 1.0 shall be allowed to elect either load credit or monetary compensation for co-op ed.~~ **An assignment which consists of a minimum of twelve thousand one hundred fifty (12,150) semester student contact hours is considered a full instructional load. A full-time member participating in co-operative education whose semester load is below 1.0 shall be allowed to elect either load credit or monetary compensation for co-op ed.**

7.2.7 Independent Study Type Assignment. One wherein the faculty member conducts instruction in accordance with Administrative Code provisions, Chapter 4, Article 4 of Title V, Section 55300, et seq. ~~An assignment which develops a minimum of six hundred seventy-five (675) weekly student contact hours is considered a full instructional load.~~ **An assignment which consists of a minimum of twelve thousand one hundred fifty (12,150) semester student contact hours is considered a full instructional load.**

7.3 **NON-INSTRUCTIONAL FACULTY:** The following types of non-instructional assignments are agreed to constitute a full load when conducted for the amounts specified:

7.3.1 Counseling. The counseling assignment shall consist of scheduled counseling appointments and other assigned student personnel services e.g., group counseling sessions, high school counselor liaison, and departmental/divisional articulation. ~~An assignment of twenty-seven and one-half (27-1/2)~~ **thirty (30)** hours per week exclusive of counseling appointment preparation, evaluations, reports, and the like, shall be considered a full counselor load.

7.3.2 Librarians/Learning Resources Assignment. One wherein the librarian performs duties consistent with the provisions of library/learning resources services and the operation of facilities where library/learning resources services are offered. An assignment of forty (40) hours per week, ~~thirty-five (35)~~ **thirty-eight (38)** of which are normally assigned **to library-related activities** in the library/learning ~~resources facilities~~, ~~five (5)~~ **two (2)** in unscheduled associated and/or professional duties, shall be considered as a full librarian/learning resources assigned load.

7.3.3 School Nurse Assignment. One wherein the school nurse performs duties consistent with the provision of student health services and the operation of facilities where student health services are offered. An assignment of forty (40) hours per week, ~~thirty-five (35)~~ **thirty-eight (38)** of which are normally assigned ~~to health-related activities in the health office,~~ ~~five (5)~~ **two (2)** in unscheduled associated and/or professional duties, shall be considered as a full school nurse assigned load.

7.3.4 Tutoring Coordinator Assignment. One wherein the tutoring coordinator performs duties consistent with the provisions of tutoring services and the operation of the facilities where tutoring services are offered. An assignment of ~~thirty-five (35)~~ **forty (40)** hours per week, ~~thirty (30)~~ **thirty-eight (38)** hours per week which are normally assigned ~~to tutoring-related activities in the tutoring center,~~ ~~five (5)~~ **two (2)** hours per week in unscheduled associated and/or professional duties, shall be considered as a full tutoring coordinator assigned load.

7.3.5 Learning Specialist. This assignment shall consist of instructional and/or non-instructional duties. Instructional duties shall be determined by the scheduling process of the college and department where the member is assigned. A full non-instructional load for a learning specialist shall be 40 hours, **two (2) hours per week in** ~~with one-eighth (1/8) of the non-instructional hours un-~~ scheduled associated and/or professional duties.

7.3.6 Mixed Loads For Non-Instructional Positions. Mixed loads with teaching and non-teaching assignments may be taught and the non-teaching load proportionately reduced.

7.3.7 New Non-Instructional Position. Full load for any new faculty non-instructional position created during the life of this Agreement shall be forty (40) hours, with ~~thirty-five (35)~~ **thirty-eight (38)** hours scheduled duties and ~~five (5)~~ **two (2)** hours unscheduled associated and/or professional duties.

Article 10 – Working Days - Calendar

Flex: Flex days will continue to be negotiated as part of the calendar, following existing contractual procedures. The first year of under the compressed calendar, and as part of the standard 175-day assignment, there will be a 6-day flex obligation (two mandatory; two optional; and two variable flex days).

Office Hours:

7.8.1 Instructional Type Assignments. For Regular and Contract I, II, and III faculty, all instructional type assignments require, over and above stated load requirements, five (5) **scheduled** office hours per week, scheduled no more than one and one-half (1 ½) per day, **and one half (1/2) hour per week unscheduled for electronic communications with students and other work with students outside of class.** Faculty teaching on-line courses may, at their option, hold **scheduled** office hours on-line in the same ratio as their on-line courses are to their total semester load.

All other office-hour provisions, outlined in Article 7.8, remain unchanged under the compressed calendar.

Part-Time Faculty Benefits:

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~~ **January 1-January 21** 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 **February 1** ~~March 1~~.

Article 13 Non-Credit Instruction:

13.3 EXTRA-CONTRACTUAL: All assignments except for those in Section 13.2 above are extra-contractual (**not part of regular "A load"**), and the employees are members of the bargaining unit.

~~13.7 **NO REOPENERS ON NON-CREDIT INSTRUCTION DURING CONTRACT TERM:** All items pertaining to non-credit instruction shall not be subject to re-openers for the duration of this Agreement~~

13.7 This article does not apply to non-credit courses where the District receives apportionment at the standard for-credit rate.

Safety and Security:

The UF and 4CD share a commitment to providing the safest possible learning and teaching environment. Towards this end, the parties agree as follows:

- 1) Beginning in fall of 2017, 4CD and UF agree to conduct a general safety review to cover issues related to campus security, including but not limited to: emergency preparedness; access to police services; and policies and procedures related to classroom security and dealing with disruptive students. In fall of 2018, 4CD and UF will form a workgroup to discuss the results of this review and make recommendations for improvement.
- 2) 4CD has already begun the process of upgrading classrooms to include an electronic means of contacting emergency services. This process will continue in 2017-18, and before the start of the fall 2018 semester, 4CD will provide data to the joint workforce tasked with reviewing security related to how many classrooms have been equipped with electronic means of contacting police services.
- 3) Beginning in spring of 2017, 4CD will upgrade classrooms to include posted safety and emergency-protocol instructions. Before the start of the fall 2018 semester, 4CD will provide data to the joint workforce tasked with reviewing security related to how many classrooms have been equipped with posted security protocols.
- 4) Beginning in spring of 2017, 4CD and UF will work together to develop a safety training program for faculty, including training in emergency procedures as well as workplace safety issues such as avoiding or responding to sexual harassment. By spring of 2018, safety training will be made available to all faculty on an annual basis. Approved safety training will qualify for FLEX credit.

5) Policies and procedures related to security cameras have been reviewed and, where appropriate, approved by the bargaining teams. Security cameras may be used district-wide to help police enforce the law, but will not be used in disciplinary proceedings or to enforce district policy except where related to safety, including allegations of harassment, or significant misappropriation of resources for personal gain. Neither 4CD nor the District Police Department will contract with third-party vendors to monitor security camera footage.

Separation Incentive: The District will offer a separation incentive for faculty with at least five years of full-time service who announce their plans to separate by March 1, 2017, and do so by June 30, 2017. The incentive will pay \$1000 per full-year of service, up to \$20,000.

Automatic Reopeners:

The UF and District agree to continue working in spring 2017 to negotiate changes in science lab load based on recommendations of the Load Task Force. The UF and District agree that resolving this issue in the spring is a top priority.

The bargaining teams will meet in spring 2017 to continue discussing open issues. In addition to salary and benefits, the UF and District may each designate up to two articles to open for 2017-2018 negotiations. Also, the following issues, discussed during 2016-2017 negotiations, will be open for 2017-2018 negotiations:

- Article 7, to focus on science lab load parity and related issues; coaching assignments; and recommendations by the Load Task Force including costs and options for cost offsets; as well as part-time office hours.
- Article 6, to focus on program lead definition and compensation; as well as compensation for department chairs.
- Article 21, to focus on Medicare coordination, wellness, and recommendations from the Benefits Committee.
- Article 20, to focus on salaries, including possible changes to the salary schedules, as well as pay-per-load for part-time faculty.

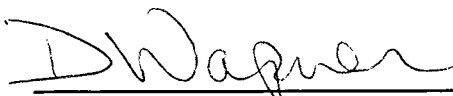
FOR THE DISTRICT:



Gene Huff, Executive Vice Chancellor

2/22/17
Date

FOR UNITED FACULTY:



Donna Wapner, President

2/22/17
Date



Jeffrey Michels, Chief Negotiator

2/22/17
Date