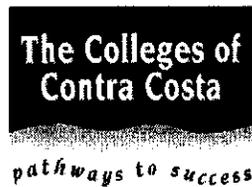


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HUMAN RESOURCES & ORGANIZATIONAL DEVELOPMENT

Tentative Agreement
United Faculty, Contra Costa Community College District &
Contra Costa Community College District
11/29/06

1. Duration of Contract

The parties agree that the current contract including all side agreements become the successor contract for 2006-2007, 2007-2008, 2008-2009, expiring June 30, 2009 with the following changes:

2. Compensation: All United Faculty salary schedules shall be restored to those of 2003-2004.

The CCCCDC and the United Faculty are committed to return faculty salaries to the top third in total compensation among the Bay 10 community college districts (minus basic aid districts) within the life of this contract, providing the District is able to meet its fiduciary responsibilities and ensure long-term fiscal sustainability. The parties agree to develop a plan to reach the District's stated goal to be in the top third of the Bay 10 community college districts (minus basic aid community college districts) in total compensation. The parties agree to continue the work of the Compensation Committee, which began during the 2006-2007 negotiations, no later than January 30, 2007. This committee will establish a meeting schedule with benchmarks identifying critical tasks related to the plan that are to be completed with the intent of completing the plan in time for the 2007-2008 compensation negotiations.

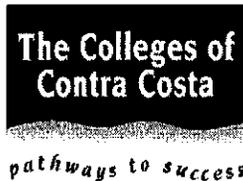
This committee will examine how CCCCDC differs from other community college districts in expenditure patterns, including but not limited to the following: FTES/FTEF, FTES/administration, FTES/classified, FTEF/PTEF, spending/FTE, spending/FTES, spending on retiree benefits. In addition, the parties will examine expenditure patterns in other mutually agreed to multi-college districts. The parties will mutually agree on a definition of what it means to be in the top 3rd of the Bay 10 community college districts (minus basic aid community college districts) in total compensation and develop a common understanding of the Bay 10 community college districts' contributions to health benefits.

3. Article 20 changes agreed to:

- a. Add to 20.4.1.3.2: All foreign degrees must be evaluated by NACES, National Association of Credential Evaluation Services, or any other agency agreed to by the Faculty Senates Coordinating Council.
- b. Delete from 20.4.1.3.2: "~~and acceptable to the Board of Governors of the California Community Colleges~~"
- c. Modify 20.4.1.4.3 to: "public or private school of recognized standing accredited or government-approved educational institution"
- d. Modify 20.4.1.4.3 to: Employment as a teaching assistant or laboratory assistant will ~~not~~ accepted as only be accepted as qualifying experience when the faculty member was the teacher of record.
- e. Delete 20.4.2.8.

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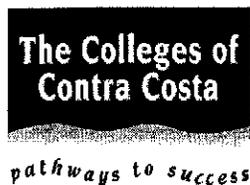
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- f. Modify 20.4.1.4.2 to: All faculty hired on or after July 1, 2006 may use all part-time college teaching experience for original step placement. Additionally, instructors hired after July 1, 1998 who worked in the District shall be allowed to use all part-time college teaching experience for original step placement.
- g. Modify 20.4.1.4.3 to: ~~"Part-time experience will not be accepted."~~
- h. Modify all sections that read "step increment" or "increment," when referring to step, to "step advancement."
- i. Modify all sections that read "hour" or "semester hour," when referring to semester units of work, to "semester unit."
- j. Modify 20.4.2.6.1 to: "Part-time faculty shall be allowed to use all college level teaching experience from other colleges for advancement. Faculty shall be advanced on the salary schedule one step for each year of accumulated experience. A year of accumulated experience is equal to the number of assigned hours which would have been assigned as a full-time load if the part-time faculty member was a contract or regular faculty member in the appropriate area. The most service a faculty member can accumulate in a given year is 1.0 FTE (full-time equivalency). If in a given year, i.e. academic year 06-07, a faculty member works for two districts with a load of .6 in each district, the faculty member will receive the maximum credit of 1 FTE, not a 1.2 FTE. Summer session hours are eligible to be used toward step advancement.
- k. Modify 20.4.2.6.3 to: The change in rate will become effective the first (1st) of the month following submission of the verification. District shall review and act upon submission of out-of-district experience and/or accumulation of in-district experience so that step increase shall occur in the next regular semester (fall or spring) immediately following the new step attainment. District will automatically act on in-district accumulation and advancement when eligible. There will be no retroactive application of class or step changes.
- l. Delete 20.3
- m. Modify 20.4.3 to: "Any long-term substitute assignment shall be considered a part of the instructor's load for purposes of determining benefits and teaching experience if the instructor teaches 60% of the course or assigned hours. "unless that instructor elects otherwise"
- n. Modify title of 20.6 to: Payment for Summer Hiring
- o. Modify 20.6 to: "Faculty will be compensated at the AB1725 (indexed to any salary increases) rate for part-time faculty hiring committee work that occurs in the summer (time between graduation and the first day of August flex).
- p. Add to 20.4.1.4.4: Part-time work experience may be accumulated to count as full-time experience based on employer's definition of full time or a 40 hour work week if not defined.
- q. Modify 20.4.1.5.1.3 to: "When state approved continuing education courses are required for maintenance of professional licensure and the state or other governmental agency issued licensure is required for the performance of the employee's duties (reference Education Code 53417), credit for those approved continuing education courses shall be granted as follows for advancement to higher classifications:

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- r. Add to 20.4.1.5: "After final initial placement, the coursework submitted and reviewed for initial class placement is not considered for advancement to higher classification. All units submitted beyond the final original class placement, including those submitted at the time of hire but not used in the final initial placement, are eligible to be used for advancement and are subject solely and only to the provisions in the UF/CCCCD Agreement, 20.4.1.2.5, and are to be evaluated accordingly."
- s. Add to 20.4.1.5.1: "For each class advancement, enough upper division or graduate units must be submitted so that the cumulative total of upper division or graduate units submitted since the final initial placement meets the requirement of 50% upper division or graduate. Faculty are not required to complete 50% upper division units for each class advancement, but must maintain a cumulative minimum of 50% upper division in order to advance to the next class. Units earned need not be related to the instructor's discipline nor relate to the instructor furthering his/her education."
- t. Add to 20.4.1.5.1: "Faculty must satisfy all course requirements for any course submitted for salary advancement."

4. Revise Article 21 as follows:

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

21.9.5.1 Teach at least .3 FTE of a regular faculty member's load 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. 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 Kaiser or Health Net 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. 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.

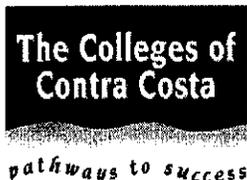
21.9.5.1.1 In order to add or drop dependents, spouse, or domestic partner, provider enrollment/change form must be submitted to college human resources office. A certificate of divorce or legal separation, or proof of other coverage must be submitted in addition to the enrollment/change form.

21.9.5.2 Approval of this arrangement by the carriers.

21.9.5.3 District shall contribute 50% of the health and 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 members' percent of ~~current~~ their previous teaching semesters full load assignment. Any cost overruns shall be dealt with as an automatic re-opener during subsequent negotiations. Faculty will be notified that they will be responsible for any state-funding shortfall.

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21.9.5.4 For those teaching over 50%, the District will pay a premium amount proportionate to the District's average health plan premium contribution plus dental premium for full-time unit members, based upon the part-time temporary unit members percent of current their previous teaching semesters full load ~~semester~~ 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 applications on the approved District form, provider enrollment forms to their campus human resources office during open enrollment dates August 15 through September 1 of each year to their campus personnel office, by September 4, 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 applicants enrollees, their applications, and load data for only the applicants enrollees for the previous fall and spring semesters. ~~as well as the assigned load for the current fall semester.~~

~~Upon review, the U.F. will submit a list of the applicants who qualify and their applications to the District by September 20. The list will be posted at each campus personnel office by September 25.~~

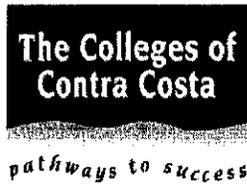
21.9.5.8 Part-time unit members beginning participation in the spring semester will submit provider enrollment forms to their campus applications on the approved District form, human resources office during open enrollment dates January 15 through February 1 of each year to their campus personnel office, by February 4, 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 applicants enrollees, their applications, and load data for only the applicants enrollees for the previous spring and fall semesters ~~as well as the assigned load for the current spring semester.~~

~~Upon review, the U.F. will submit a list of the applicants who qualify and their applications to the District by February 20. The list will be posted at each campus personnel office by February 25.~~

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.

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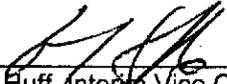
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5. **Re-openers:** During the 2007-08 and 2008-2009 fiscal years, the contract is subject to re-openers. The salary schedule and the District's contributions towards health benefit premiums, and two articles each party designates will be reopened.

6. **Ratification:** The District agrees that its Governing Board shall consider ratification of this agreement at the December 13, 2006 Governing Board Meeting. United Faculty agrees to hold a ratification vote and report the results to the District no later than the close of the business day Wednesday, December 13, 2006.

FOR THE DISTRICT:

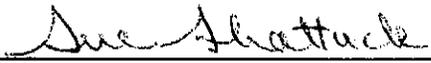


Gene Huff, Interim Vice Chancellor

12/1/06

Date

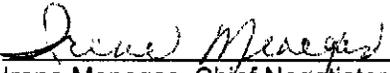
FOR UNITED FACULTY:



Sue Shattuck, President

12/1/06

Date



Irene Menegas, Chief Negotiator

12/1/06

Date