



# Negotiations Update

March 24, 2010

CCFT and the District have been meeting since early February to negotiate that a new contract agreement to be effective July 1, 2010-June 30, 2013. What follows is a summary of the tentative agreements that have been made; this list represents all of the proposed changes to the current contract. Formal language changes will be presented in the next couple of weeks, with a membership ratification vote to take place in April.

## **Article 9, Professional Growth and Development**

Adds language noting that absence reports are not required when unit members attend approved meetings or conferences. Reference: 9.3

## **Article 11, Workload**

- Work Year for Counselors: No contract changes. (District team expressed interest in modifying.)
- Composition factor: Changes ESL courses receiving composition factor in response to corresponding curriculum changes in ESL. Reference: 11.2.2.8.
  - Deletes ESL 203AB and 204AB
  - Adds ESL 203ES, 203UH, 204MS, 204WC
- Slide factor: No contract changes. (District team expressed interest in modifying.) Reference: 11.2.2.12.

## **Article 12, Grievance**

Teams agreed to a 10-day extension for an informal grievance when and if it is clearly stated to the appropriate administrator and Human Resources that it is an attempt at informal grievance.

## **Article 13, Salary**

- Salary may be reopened each year.
- Extends direct deposit to adjunct unit members who have worked a minimum of four consecutive semesters (from those who have worked eight semesters).
- Unit members who are assigned to off-campus work site ~~shall be reimbursed~~ **may at their discretion** submit mileage reimbursements for travel between assigned work sites at the prevailing District rate.

## **Article 14, Health Benefits**

- Health benefits may be reopened each year.
- Allows adjunct faculty members to maintain eligibility for health benefits at 12 or more teaching units per year (instead of 15 or more teaching units per year) under the current budget crisis via a Side Letter of Agreement.
  - **Language (excerpt)**  
*CCFT and the District agree to the following modification authorized by SISC due to state budget reductions for community colleges and the resulting reductions offered at Cabrillo:*

*After initial eligibility has been established (per Section 14.4.1), eligibility will continue for the 2010-11 academic year if the workload for the current academic year (2009-10) is greater than or equal to 12 teaching units. Unit members who fell below the 15-unit requirement to maintain eligibility for 2009-10 benefits will be eligible for benefits for the 2010-11 academic year if their workload for the 2008-09 and 2009-10 academic years was greater than or equal to 12 teaching units per year.*

*Continuation of this side letter of agreement will be subject to budget issues and reduction of section offerings for adjunct employees.*

## **Article 16, Adjunct Faculty**

- Clarifies that administrators, not Program Chairs, have the right of assignment by adding the following language at the beginning of 16.3:
  - *The District has a right of assignment through the Division Dean or appropriate administrator. Questions or concerns regarding assignments should be brought to the attention of the Division Dean.*
- Adds the following language to 16.8.3:
  - *While all of the criteria in 16.4 are used in making assignments and the number of available assignments can change based on several factors, the District will make an effort to provide continuing comparable assignments to adjunct unit members with reemployment preference.*
- Intent: In addition to the contract changes above, the District has agreed to work to address concerns and interests expressed by CCFT.
  - The District will work to ensure that information about assignments is communicated in a timely manner.
  - Via training, the District intends to create a more consistent process for assignment across campus (acknowledging that there still may be some differences across divisions).
  - In the case that an adjunct unit member has questions or concerns about assignment issues, the Dean will seek to resolve any contractual informal or provide an adequate explanation.

## **Article 18, Retirement**

### **Early Retirement Incentive**

Eligible faculty members would submit their retirement notification to Human Resources by May 14, 2010 to be effective for the 2010-2011 academic year. No retirement incentive would be provided during the 2011-12 and 2012-13 academic years. Reference: 18.7.

### Language

*The regular faculty member must be age 55 or older, retiring into the STRS retirement system, have 15 years or more of service credit in the District according to the provisions of Article 18.3 and must submit a letter to the Human Resources Department between April 1, 2010 and May 14, 2010 providing a retirement date during the summer of 2010. The retiring faculty meeting these provisions will receive the following compensation:*

- *15 years of service to less than 20 years of service in the District: \$10,000 total, \$5,000 to be paid in July 2010 and \$5,000 in August 2010.*
- *18.7.2 20 years or more of service: \$15,000 total, \$7,500 to be paid in July 2010 and \$7,500 to be paid in August 2010.*

*No retirement incentive will be provided during the 2011-12 and 2012-13 academic years.*

### **Article 25, Academic Calendar (new)**

Formalizes in a contract article that CCFT and the District meet to negotiate the academic calendar each year (previously noted only in Article 25, Reopening of Negotiations).

Explains that the following conditions apply:

- The academic calendar shall be for 175 days of instruction or as otherwise stipulated in the state statutes.
- Holidays specified in the Ed Code shall be respected.
- The parties intend that the academic calendar will extend the greatest opportunity practicable to encourage student enrollment.
- Every effort will be made to minimize the clustering of holidays on any particular day of the week.

### **Article 26, Reopening of Negotiations and Specific Provisions of Agreement (previously Article 25)**

- Salary and Benefits to be reopened each year.
- State Disability for Part-Timers to be reopened next year (2010-2011)
- Interdisciplinary classes to be reopened in the fall of 2010.
- No other openers are authorized except by mutual agreement.

### **Appendices**

- Appendix J, Notification of Evaluation: Contract and Regular Faculty:  
Addition: Whenever possible, the evaluation team shall consist of at least one person within the discipline or field of the evaluatee. If the evaluatee teaches a distance education class, whenever possible, one of the evaluation team members shall have experience teaching distance education courses.
- Appendix L, Academic Employee Final Written Evaluation: Changes format for clarity.
- Appendix M: Student Evaluation of Instructor: Changes format for clarity.
- Appendix N, Academic Employee Final Written Evaluation Criteria  
Adds the following language (recommended by the DE Committee):
  - ***Distance Education Courses** – All distance education courses, whether hybrid or fully online, include demonstration of regular effective contact. The instructor (a) regularly initiates interaction with students to determine that they are accessing and comprehending course materials, (b) Is available at least the same number of instructor contact hours per week that would be available for face-to-face students, and (c) establishes and publishes, in the course syllabus or other course documents, an expectation for frequency and timeliness of instructor initiated contact and instructor feedback. The instructor uses one or more of the following resources to initiate and maintain contact with students: threaded discussions, email, announcements in the learning management system, timely feedback for student work, instructor prepared online lectures or introductions in the form of online lectures to any publisher created materials, that combined with other course materials, creates the “virtual equivalent” of the face-to-face class.*
- Appendix P, Level I Grievance: Deletes reference to written response to informal grievance as a written response is not generally given for an informal. Changes number of copies needed to correspond to language in article 12.

- Appendix CC, Student Evaluation of Online Instructor: Inserts minor input from DE Committee and other minor language changes.

### **Side Letters of Agreement**

- Delete dated Side Letters of Agreement (to be maintained in archives).
- Incorporate the following Side Letters:
  - 2007-08.2 on Semester Load Factors
  - 2008-09 on Insurance Eligibility
  - 2008-09 on Increases in Allowable Adjunct Faculty Workload
  - 2009-10.2 on HMO Plans
  - 2009-10.3 on Academic Specialist Director
- Leave the remaining Side Letters.

### **Language Clean-Up**

- In various sections including 11.9.6 (deletes stipend that terminated with the resignation of the Program Chair in Culinary Arts & Hospitality Management)
- 11.2.5.1: Corrects reference
- 17.4.3: Adds reference to 17.8.3
- 16.7: Changes workload limit for adjuncts from 60% to 67% in accordance with side letter and state law.
- DE Courses: Teams may incorporate proposed change to Appendix N in other contract sections if necessary.
- Other language clean-up in various articles