

Chabot-Las Positas Faculty Association
News from the Trenches: (Revised) 21 October, 2011

— Details of the Tentative Agreement —

Dear Faculty: The list below is an abbreviated version of the changes in the new Tentative Agreement. We will have actual language out in the division offices before the vote to ratify. All objectionable non-economic issues, as referenced in the Summer Mailing to Full Time faculty, are gone.

Article 1 Agreement

1C.1.g. Coordinator duties: screening committee, selection of faculty for participation in evaluation committee, development of budget for area
1C.1.g. Defines coordinator
1C.1.h. Defined primary and secondary disciplines
1C.1.i. Defined discipline faculty
1C.1.j. Defines emeritus faculty
1C.4. Defines reassigned time

Article 3 Negotiating Procedures

3A. Changes dates for FA to give notice to District (and vice versa) of new proposals
3C. Release time is now called Reassign time
3E. Note-taking allowed at bargaining sessions

Article 4 FA Rights

4I. Reassign time still 2 FTEF, carryover allowed
4L. ☎ CBA available online, hardcopy available upon request (*i.e.* not automatic to all FT faculty)
4S. FA rights to orient new faculty.

Article 7 Grievance

Timeline changes only.

Article 8 Academic Calendar

8B.1. Calendar developed two years in advance
8C.4. Due dates for grade submissions for each academic semester and summer and intersession determined by Academic Calendar Committee but not less than 72 hours from 5 pm on the last day of the Final Examination Schedule.
8C.5. FA has 45 minutes for general FA meeting on Convocation Day. Meeting won't start before 8 am.
8C.6. PT faculty new hires paid for one hour of orientation to online grading.

Article 9 Working Conditions

9A.1. Clarifying language includes opportunity to teach in primary and secondary discipline.

9A.1b6. Limits new class preps to 3 a semester regardless of course format (face to face, hybrid, online) unless greater than 3 needed for full load.
9A.1b(7). Evening hours start at 5 pm for all faculty
9A.2. Faculty must be notified of teaching assignment by end of February, barring unusual circumstances
9A.3. College may notify of class canx by email
9A.4. BOT policy applies on student grievances
9B. (Syllabus) Get it to dean by end of 1st full week of classes or by end of second class meeting for short term classes; *shall* include summary of course content; *should* include statement of expectations of student responsibilities and behaviors.
9C.1. Mandatory safety training--District will provide.
9C.3. Faculty report emergency to Campus Security
9C.5. CPR, First Aid, or Safety Training according to CLPCCD Illness and Injury Prevention Program
9E. TB test can be waived if qualified health care provider certifies a risk of excessive x-ray and PPD test will test positive even if clinically negative for TB
9F. Mileage reimbursement provided for mandatory meetings off site of regular campus assignment; D pays for travel if teaching for load at two different sites on same day
9I.c. ☎ District must notify unit members in advance if Safety and Security cameras are installed in classrooms and labs. No evaluation or discipline from this equipment. Won't be in faculty offices.
9L. Can't delegate grading
9L.2. ☎ A&R to notify faculty when grade changes are posted to the student record
9L.4. ☎ Assign Incompletes, drop and add students electronically without filling out forms with A&R
9M. Reasonable Accommodation: Improved with help of District and FA attorneys.
9N. Admission requirements to college programs to conform to Title V and be submitted to program's dean for review and approval

Article 10 Workload

10C.a,b. Improved language on rotational seniority for load, including in the secondary discipline.

10C.3. Details opportunities, process for application of alternate duty assignments. Alternate duty limited to three years, but can reapply

10C.4. ☎ Curriculum Committee, Program Review and SLO chairs to receive 2 CAH from the District; college can add more. FA and District to implement a study to develop a consistent District wide model for the funding of reassigned time at the colleges; District to provide clerical support to the Academic senates

10D.1. Clarifies that a weekly contact A hour presumes one hour of preparation and grading for each hour in class.

10D.1. Lists all the courses approved for 0.80 and 0.875 lab hours (as previously negotiated) District and FA to meet annually to negotiate further proposals for increased load in selected lab courses

10D.1b(5). ☎ Effective Fall 2012, Faculty Hour *B.NC* at 0.56 is a tutorial hour in an individualized learning center or instruction in other situations that generate exclusively Non-Credit FTES.

10D.1d. Counseling Faculty Hour D stays at 0.56 of Faculty Hour A

10D.1e. ☎ Library Faculty Hour E calculated at 0.50, based on 30 scheduled hours per week; Librarian faculty required to maintain 2.5 hours of related activities and 5 professional duty hours.

10D.2.f. Colloquiums granted at 0.5 CAH for every six students. Load credit based on number of students enrolled at Census; can do one Colloquium per semester as part of workload obligation

10D.3. Clarifying language for College Hours, Town Meetings and 5 hrs Professional Duties

10D.4. ☎ Counseling Faculty: Clarifying language on Counseling faculty related activities, CAH equivalents for D hours, rotational seniority

10D.5. ☎ Librarian Faculty Workload: (See 10D.1e above) Definition of 2.5 hours of professional librarian related activities, may include community liaison and to other college groups; definition of CAH equivalents for E hours (for load-banking, etc.)

10D.7. ☎ Assignments Outside Fall and Spring Semesters: Defines fiscal emergency in which some counseling faculty may be required to work for load in summer; specifies D must attempt to fulfill service req't by mutual agreement. Load shall be expressed in CAH to enable workload banking

10D.9. ☎ Load Sheets must differentiate between unbanked "carry over" and banked load.

10D.10. Overload: Clarifies process by which overload is assigned to faculty in secondary discipline, and application of rotational seniority

10D.11. ☎ Overload limits: 50% of a full load or one course, whichever is greater, and FT limit for summer set at 67%; caps to be renegotiated, else they revert to 2010-11 levels at end of 2013-14; limits for composition faculty based on load factor paid

10D.12. ☎ CAH definitions for D, E and F Hours.

10E.4. Restricts admin adding to a full class

10F.3. Web Portal available for online evals

10F.3f. ☎ Basic right to teach up to 60% in DE format; may go over with dean's consent

10F.3i. ☎ Can drop and add students back into an online class electronically, w/o hardcopy to A&R.

10F.3k. Restrictions on admin entering a DE course for evaluative or disciplinary reasons

10F.3j. Clarification on Captioning for DE classes

Article 12 Sabbaticals and Load Banked Leaves

12A . ☎ 50% reduction in Sabbatical funding, 2yrs

12A.4g. ☎ 9 CAH to back-fill a full-year sabbatical

12B. ☎ 16 CAH to take a banked leave, eff. F2014

12B. ☎ Clarifications for Counseling, Librarian, Special Assignment faculty for Workload Banking

12B.7. Overloads OK while on banked leave OK

Article 14 & 15 Untenured/Tenured Evaluation

Clarifications on specific standards for faculty on special assignment and coordinator assignment; Professional Review dates for untenured faculty (Art. 14) moved from September 10 to October 1

Article 17 Summer Session / Inter-session

17B.1. ☎ Summer pay differential for Full Time faculty eliminated; minimum step placement language may bump people up to Step 6 for summer service; summer work counts for PT step advancement (see 10D.11 for cap on FT assignments)

17B.2 ☎ 21-day language for non-instructional work is eliminated, replaced with F-Hour allotment in the case of special assignment faculty

17C. Sick leave accrues to overload balance

17D. Paid office hours at 1/wk per 3 CAH

17E. ☎ Clarifying language for FT working in summer work to load, including office hour obligation

Article 18 Part Time Adjunct

☎ Seniority List stays

☎ Included new language about returning to work in a discipline after a prolonged reduction in course offerings or other extenuating circumstances; unit members called back to work according to former placement on the Seniority list (trigger language)

☎ Years of service as Full Time faculty who resigned (unrelated to discipline or tenure denial) count for placement on the Seniority List.

☎ Separate Seniority List for PACE

18B.1g, 18C ☎ Adjunct faculty to receive assignments according to seniority, of desired load up to 67% of full-time equivalent; 20% of adjunct FTEF may be assigned according to dean's discretion

18H. Bumping rights for Contract, Regular and Temporary faculty: If summer or intersession class cuts are made, dean will redo assignments to give access to the Full time faculty at the same percentage of FTEF as before the cuts were made, if available

18I.2. Adjunct faculty member may be terminated in exceptional circumstances without a second eval.

18I.2.b. ☎ Two needs improvement evaluations (instead of three) allows for dismissal

18V. Adjunct faculty working on SLOs/CLOs paid at rate of mandatory meeting

18W. Adjunct faculty participating in Orientation as new faculty paid up to two hours for orientation, regardless of format (on campus or online)

Article 19 Pre-Retirement Workload Reduction

19A.1. ☎ Struck language requiring members on pre-retirement reduction to retire at age 70

Article 20 Employee Benefits

☎ District to offer some new and/or enhanced coverage options—for dental and vision, as well as “non-PPO” plans for out-of-state retirees (*e.g.* Kaiser where available); some new options *may* require member to contribute premium difference for coverage beyond current plan definitions

20A. ☎ Premium sharing, yes, but NO hard dollar cap for Kaiser or Anthem HMO plans

20A. ☎ New “Low HMO” options for both carriers that permit unit members to enjoy lower premium contributions in exchange for higher \$\$ out-of-pocket

20A.6. Eligible PTers can choose Kaiser “High HMO” or “Low HMO”; pay 50% of premium for plan chosen

20C.3. Clarifying language for Post-86ers who retire before reaching age 65

20C.4. ☎ Post-86 retirees won't pay a share of premiums for Medicare Risk HMO

20D. ☎ “Post-2012” full-timers won't have District-paid Medicare bridge or coverage after enrolling in Medicare; may participate at own expense; D and members will both contribute to Health Retirement Savings Plan (HRS)

Article 21 Salaries

21A. ☎ Provision for slight salary rollback for both FT and PT faculty, if the “Tier 2” reductions are triggered in California (See page 4, item 1c)

21F. ☎ Provision for pay by load (CAH) for adjunct and overload instructional assignments

21G. Pay definition for noncredit instruction

21J. ☎ Extra hours compensation study to re-evaluate compensation for coaching, forensics, newspaper production, and music performance

Article 22 FSAs

22A. Faculty Service Areas (FSAs) assigned on the basis of competency (minimum quals plus District competency standards) as required by Ed Code, and valid for life

Article 25 Duration

Contract in effect through December 31, 2014

Article 29 Enrollment Management

☎ Elimination of \$10,000 allocation by CEMCs

☎ Each CEMC still receives 5 CAH Reassign Time (or equivalent) each semester.

☎ No change in composition of CEMC or DEMC

Article 32 Staff Development

32A.3. Each college may have its own structure for College Staff Development Committee (CSDC); Flex Day programs decided jointly by Academic Senates or designees and College President

32D.3. Variable flex: Reports can be submitted up to June 30 of academic year it was earned

Article 34 Reduction in Force

34E. Clarification of District competency standards

Article 35 Non Discrimination

35B. District may offer service training; attendance (or lack thereof) shall not be used by the District to discipline faculty or to establish notice to faculty of impermissible conduct

— Summary of the Emoluments —

1. Basic Cost Savings Measures

- a) (FT only) Sabbatical funding reduced 50% for two years;
- b) (FT only) Elimination of summer differential pay (including the 21-day provision)
Effective Summer 2012, pay for summer work will be in accordance with Adjunct Salary Schedule. Provision applies for full-time step up to Step 6 for full-timers, for their work during summer session or inter-session. Faculty on special assignment (e.g. Director of Nursing) will be paid “F” Hour rate.
- c) (FT & PT faculty) Reduction of Salaries tied to the trigger of “Tier 2” reductions in California
If the revenue in the State of California falls more than \$2B short of the May projections, community colleges will be reduced by an additional \$72M; Chabot-Las Positas will have to absorb a loss of about \$1.1M in apportionment. **In this scenario: (a)** Salaries will be reduced 2% from the 2010-11 level effective January 1, 2012; **(b)** Salaries will be increased to 1% below the 2010-11 level effective July 1, 2012; and **(c)** Salaries will return to the 2010-11 level effective July 1, 2013, however step increases will be canceled for 2013-14.

2. Structural Changes/Clarifications to Retiree Health Benefits

- a) New tier for retiree benefits for FT faculty hired after a specified date
Entering FT faculty won’t have District-paid Medicare bridge, or coverage after enrolling in Medicare; District and members will instead pay into Health Retirement Savings Plan (HRS) to cover post-retirement benefits
- b) Post-86 retirees won’t pay a share of premiums for Medicare Risk HMO plans
Premium contribution (existent “Rule of 85”) applies when Post-86er retires before reaching Medicare eligibility
- c) Retirees will have the options of purchasing Dental coverage

3. Structural Changes to Health Benefits for Active Unit Members

- a) No premium sharing for Dental and Vision
Exception is for enhanced coverage that is better than what is available now
- b) No cap for Kaiser and Anthem Blue Cross HMO; new “High HMO” and “Low HMO” options
Unit members will be able to opt for lower copays by paying a higher share of premium, as shown below

“High HMO” options: As close as possible to current coverage (\$5 Office Visit and \$5/\$15 for Rx)

Kaiser “High HMO”

*Premium Contributions for 2012-13 begin January 1, 2012**

Copays: Office Visits: \$5; and Rx: \$5 Generic/\$15 Brand

Coverage	2012-13*	2013-14	2014-15
EE only	\$30	\$40	\$50
EE + 1	\$60	\$80	\$100
Family	\$90	\$120	\$150

Anthem Blue Cross “High HMO”

*Premium Contribution effective January 1, 2012**

Copays increment in years 2013-14 and 2014-15

2013-14: Office Visits: \$10; and Rx: \$10 Gen./\$20 Brand

2014-15: Office Visits: \$15 and Rx: \$15 Gen./\$25 Brand

Coverage	2012-13*	2013-14	2014-15
EE only	\$60	\$70	\$85
EE + 1	\$120	\$140	\$170
Family	\$180	\$210	\$255

“Low HMO” options: Lower premium contribution in exchange for higher copays

Kaiser “Low HMO”

*Copays for 2012-13 begin January 1, 2012**

Copays: Office Visits: \$20; Rx: \$10 Generic/\$20 Brand

Premium contributions for Kaiser “Low HMO”

Coverage	2012-13*	2013-14	2014-15
EE only	\$0	\$10	\$20
EE + 1	\$0	\$20	\$40
Family	\$0	\$30	\$60

Anthem Blue Cross “Low HMO”

*Plan effective January 1, 2012**

(initially the “Value HMO” offered to administrators)

Office Visits: Initially \$30 Primary Care and \$40

Specialist

Prescription Drug copays: Initially \$5 Generic/\$15 Brand

Coverage	2012-13*	2013-14	2014-15
EE only	\$30	\$40	\$50
EE + 1	\$60	\$80	\$100
Family	\$90	\$120	\$150

☞ **NOTE:** Premium shares and copay amounts may be adjusted if negotiated by the District and FA