

Memorandum of Agreement (2010-2013)

Summary

Article 9 (Compensation)

- **Base salary increases**

| | |
|--------|--|
| Year 1 | 3.9% |
| Year 2 | 2.25% |
| Year 3 | determined by availability of additional County money, but at least 2.5% |

- **Overload**

| | |
|-------------|---|
| Year 1 | no increase |
| Years 2 & 3 | increase the same percentage as the raise |

- **Longevity**

Beginning in Year 2

Add another longevity step for 35 years @ \$695.

Increase all longevity payments to \$695.

- **Minimums**

Remain at present levels for years 1 and 2

Increase at 2.5% for year 3

Article 9 (Compensation)

- **“per diem” rate**
Increased to 1/5 of 1/40 for each day
- **Advisement rate**
½ the overload rate (rather than a dollar amount)
- **Tutoring rate**
2/3 the overload rate (rather than a dollar amount)
- Delete language regarding “evening administration” in Article 9.8
- Stipulations regarding STEP and CSTEP, Dual Credit, Assessment, Placement Testing, and Learning Communities incorporated into the contract in Article 9

Article 4 (Appointments and Promotions)

- **Article 4.6.G**

Effective with the 2010-2011 promotions, employees will receive upon promotion to each rank or level increases in base salary as indicated.

- Instructor to Assistant Professor or Level 1 to Level 2 \$1,500
- Assistant Professor to Associate Professor or Level 2 to Level 3 \$2,000
- Associate Professor to Full Professor or Level 3 to Level 4 \$2,500

Article 10 (Health Insurance)

- Family coverage benefits to be extended to domestic partners and their dependents
- Prescription drug plan co-pays for retail pharmacy service \$0 for generics and \$25 for name brands. Mail service (90 days/3 months) at \$0 for generics and \$50 for name brands.
- Add language re Health Insurance Waiver
 - Health Insurance Waiver is now \$750 for family coverage. For the duration of this contract, the amount of the waiver for family coverage will be increased should more members opt for the buyout. 1-25 participants: same as now; 26-30 participants: \$1500; 31-35 participants: \$2,250; 36+ participants: \$3,000.
- The Association agrees to meet to discuss the introduction of additional health insurance plans as provided by 10.2.I. The conclusion of this discussion is not a condition of settlement.

- **Article 10.7 (Retirement Benefits)**

Delete “sunset” language in C and E.

- **Article 10.9 (Part-time Employment)**

Add “Should the part-time position be substantially different and of a lower pay grade than the position the retiree last held at the College, a written waiver for a lower salary may be signed by the parties.”

Article 5 (Professional Assignment)

- **Article 5.5 Work Day**

- A committee will be formed to study potential changes to this article. The committee will consist of 3 Association members appointed by the PA president and 3 College members appointed by the College president.

- **Article 5.6.A.3 Reduced Load**

- Amounts to be adjusted to reflect salary increases.

- **Article 5.8 Office Hours**

- Add “conspicuously” after “post” in the first sentence.
- Add “By mutual agreement of supervisor and faculty member, office hours may be flexed to accommodate student needs during peak academic times. Such agreement or lack thereof shall not be subject to evaluation.”

Article 5 (Professional Assignment)

- **Article 5.14.C Web-based Courses**

- Definition of hybrid course as one in which at least 20% is delivered online
- Definition of “prefabricated web-based course”; ownership and compensation language do not apply
- Faculty and staff who intend to create online courses must be trained at a mutually agreeable time
- Web-based courses will have a cap of 25; with mutual written agreement cap may be raised above 25 but not to exceed 40
- Delete “Bargaining unit members who develop a web-based course will be expected to teach that course for at least one semester.”

Article 5.14.C Web-based Courses (continued)

- 5.14.C.6 title changed to “Ownership and Assignment”
- Web-based courses developed with the support of the College may not be used in competition with the College without the permission of the College *during the bargaining unit member’s employment with the College.*
- During employment at the College, bargaining unit members maintain ownership and priority to teach one section of the course per semester by seniority. Developers and redevelopers have seniority in chronological order. Once priority has been met for each, assignment begins again with the most senior creator until all sections have been assigned.

Article 5.14.C Web-based courses (continued)

- Sharing
 - College may request to share a web-based course.
 - Creator has a first option to share a course with a colleague without compensation.
 - If a creator of a course chooses not to teach a course or is at maximum load, the creator may allow usage of a course by the College. Creator maintains seniority.
 - Compensation for usage:
 - \$300 per credit hour for 1 year's usage
 - \$400 per credit hour for 2 year's usage
 - \$500 per credit hour for 3 year's usage
- If a member allows usage of a course, it will be offered to qualified bargaining unit members to teach before non-bargaining unit members.
- Voluntary sharing or allowing usage of a course will not be subject to evaluation.

Article 5.14.C Web-based courses (continued)

- As a general rule, bargaining unit members have first rights to develop web-based courses. There may be exceptions to this rule based on unique qualifications of a non-bargaining unit member. The College must notify the Association during any semester in which a non-bargaining unit member has developed a course.
- Upon a bargaining unit member's separation from the College, the College will obtain joint ownership of any course for which it pays \$400 per credit hour. This shall be voluntary for all courses created prior to the ratification of this agreement.

Article 6 (Professional Obligation)

- Article 6.1 Add “one week beyond” before “May Commencement”;
delete 6.3
- Article 6.4 (Same as Article 5.5) Joint committee to discuss
- Article 6.5 Delete “sunset” language

Article 7 (Evaluation and Employee Records)

- Article 7.1.A Change “within departments” to “among disciplines”
- Article 7.3 Discipline
 - Change “demand” to “call for” and “demanded” to “called for”

Article 8 (Employment Policies)

- Clarifications necessary as a result of reorganization
 - Change “department” to “Center” where appropriate
 - 8.A.2.a Delete “and/or credentials”; delete “within title” after “seniority”
 - 8.D to now read “If a retrenched employee is rehired to the same or a previously held full-time bargaining unit position or title, the employee maintains all rights and seniority less time of lay-off. If a retrenched employee assumes a different position or title, the employee is considered a new hire and loses previously accumulated seniority.”

Article 11 (Leaves of Absence)

- Add three (3) days for lobbying activities on behalf of the College.
Two (2) days notice for lobbying leave.

Additional Items

- The College will provide an updated Appendix C and list of titles for Article 1
- The parties will review the CBA and make any editorial changes necessary, including changing references to academic “departments” to “Centers”