

1 **ATTACHMENT 1 – Amendment to Article 20**

2
3 **ARTICLE 20 – COMPENSATION/SALARIES**

4
5 **A. Compensation**

6
7 *1. 2009-2010, 2010-2011 and 2011-2012 Academic Years*

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9 1.1 In 1998, the Union and the District agreed to a pay formula which
10 provided that bargaining unit wage rates would be increased by
11 cost of living adjustments (COLA), if any, for community colleges
12 contained within the adopted State budget for each academic year.
13 The parties agree that it is a shared goal to pass on as much of
14 new revenue as possible, including the State COLA, to be used for
15 improving faculty compensation. At the same time, the parties
16 acknowledge that due to the escalating costs of fringe benefits,
17 including retiree health coverage, it may not be possible to increase
18 bargaining unit wage rates by the full percentage rate of the COLA
19 in each fiscal year. As reflected in the agreement on compensation
20 for 2007-2008, AFT has acknowledged the District’s expressed
21 interest in accounting for the following factors in a revised formula:
22 consolidation of part-time positions into additional full time positions
23 (beyond replacement hires); increasing costs to health insurance
24 premiums; and costs associated with opening new facilities. The
25 District also acknowledges AFT’s interest in considering other
26 factors, including calculation of proportionate share, inclusion of full
27 growth revenue, and inclusion of other revenues or other
28 resources. The parties have committed to negotiating for a revised
29 compensation formula in reopener negotiations and will continue to
30 work collaboratively to address these interests, which may result in
31 changes in the formula.

32
33 1.1.1. Effective Academic year 2009-2010, and subject to
34 agreement by all District bargaining groups to a wage freeze
35 for 2009-2010, the payment of salary steps per Article 20.C
36 shall not be provided for the 2009-2010 academic year.

37
38 1.1.2. Bargaining unit members who retire from District service with
39 an effective date on or between July 1, 2009 and June 30,
40 2010, and who would have been entitled to a salary step for
41 the 2009-2010 academic year, shall receive a retroactive
42 salary step increase. This retroactive salary step increase
43 shall cover the period from July 1, 2009 through June 30,
44 2010, as appropriate.

1 1.1.3 It is not the intent of the parties to deprive those eligible for
2 salary steps of the benefit of step increments in the future.
3 As such, when new ongoing revenue becomes available,
4 including a possible future State COLA, the parties are
5 committed first to restoration of the lost salary increments,
6 above other compensation priorities identified herein, and
7 with the acknowledgement that this may affect the
8 availability of ongoing revenues for allocation to an across-
9 the-board increase.

10
11 1.1.4 Effective academic year 2009-2010, the District shall modify
12 column placement for current, Child Development and
13 Family Studies non-MA discipline full- and part-time faculty
14 who would have been assessed under revised initial salary
15 placement criteria pursuant to Article 20.B.2 as stipulated by
16 the parties.

17
18 **1.1.5 For academic year 2010-2011, an annualized percentage**
19 **deduction shall be made from all unit members calculated to**
20 **produce a total dollar amount equivalent to the following:**

- 21
22 (1) **the estimated cost of full-time salary and pro-rata step**
23 **advancement for 2010-2011(estimated at \$1,571,784 as**
24 **of June 16, 2010); plus**
25 (2) **the estimated cost of the District's additional**
26 **contribution towards medical premiums of unit**
27 **members during 2010-2011(estimated at \$446,780 as of**
28 **June 16, 2010); minus**
29 (3) **\$1 million in savings to be realized from reduction of**
30 **unit members' assignments related to tenure review,**
31 **day-to-day substitution, and other non-instructional**
32 **work; plus**
33 (4) **\$250,000 to account for any potential shortfall in**
34 **savings realized from (3) above.**

35
36 **1.1.5.1 By August 15, 2010, the parties will revise the estimates**
37 **of (1) and (2) above using Fall semester data. The**
38 **annualized percentage deduction from unit members'**
39 **pay will begin on or about September 15, 2010, subject**
40 **to ratification of the Agreement by the parties.**

41
42 **1.1.5.2 In April/May of 2011, the parties will meet to determine**
43 **the actual amount in savings from (3) above. Any**
44 **amount in excess of \$750,000, and up to a maximum of**
45 **\$250,000, will be refunded or otherwise credited to unit**
46 **members.**

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1.1.5.3 In April/May of 2011, the parties will reconcile the actual cost of (1) and (2) above with the amounts deducted under 1.1.5.1 to determine if any further refund or credit is due to unit members.

1.1.5.4 For future negotiations purposes, and in accord with past application of the salary formula, AFT shall receive credit for its proportionate share of total 2010/11 unrestricted District resources, excluding any transfer in from the Board designated reserve, in excess of \$192,633,701.

1.1.6 Salary step advancement and pay shall resume during 2010-2011 in accord with Article 20.C. Restoration of lost salary increments for Academic Year 2009-2010 shall not occur but will remain a priority in future negotiations in accord with Section A.1.1.3.

1.1.7 Unit members who retire from District service with an effective date on or between July 1, 2010 and June 30, 2011 and who otherwise would have been at a higher step in 2010-2011 *but for* the 2009/10 step freeze shall receive a retroactive salary step increase covering the period from July 1, 2010 through June 30, 2011 as appropriate.

1.1.8 Unit members who retire from District service with an effective date on or between July 1, 2010 and June 30, 2011, shall have their salaries made whole for 2010-2011 by refunding to them any deductions made per Section A.1.1.5 above.

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1 **ATTACHMENT 2 – Amendment to Article 21**

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3 **ARTICLE 21 – FRINGE BENEFITS**

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5 **A. Fringe Benefits – Full-time Employees**

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7 *1. Medical*

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9 The District shall continue to provide medical care insurance programs to
10 Contract and Regular Full-time employees, and other employees who
11 were covered as of September, 1981, in accordance with provisions of the
12 City Charter.

13
14 **1.1 Subsequent to ratification by the parties in Fall 2010 and**
15 **retroactive to July 1, 2010, the District shall modify its 2009-10**
16 **semi-monthly contribution for employee medical insurance**
17 **premiums to:**

18

	Member Only	Member + 1 Dependent	Member + 2 or More Dependents
Kaiser	\$4.42	\$164.74	\$207.55*
All other plans	\$26.00	\$226.00	\$302.33*

19
20 **these rates include the \$200 additional District annual contribution (\$8.33 semi-*
21 *monthly) to unit members with employee plus two or more family members.*

22
23 ~~**1.2 Effective Fall Semester 2000, in addition to the benefits in**~~
24 ~~**Section 21.A.1.1 above, for full-time employees who elected**~~
25 ~~**coverage for employee plus two or more family members, the**~~
26 ~~**District shall pay a \$200 flat sum partial reimbursement of**~~
27 ~~**each employee's contribution to Dependent Care Health**~~
28 ~~**Benefits.**~~

29
30 **B. Fringe Benefits – Part-Time Employees Medical and Dental/Orthodontia**

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32 *1. Eligibility*

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34 * * * * *

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36 **1.1.4.1** For Academic Year 2009-2010 in light of the fiscal crisis
37 and course and schedule reductions prior to the
38 beginning of the Fall and/or Spring semester(s), the

District shall not deem part-time faculty ineligible for health and dental coverage provided they were (1) eligible for health and dental benefits in the prior semester, and (2) continue to be assigned for a minimum of five (5) hours per week in the noncredit program or a minimum of three (3) units per week in the credit program. The parties may reopen this provision of the agreement to discuss whether the provision should be continued beyond the 2009-2010 Academic Year.

Section 1.1.4.1 continues for Academic Year 2010-2011; provided, however, that no later than spring 2011, the appropriate Department Chair or Dean must certify that a part-timer retaining eligibility under this Section did not do so through a voluntary reduction in their assignment.

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3. *Health Insurance*

3.1 Eligible employees will be provided coverage as long as they remain eligible during the academic year. (See 21.B.1 et. seq.)

3.1.1 Subsequent to ratification by the parties in Fall 2010 and retroactive to July 1, 2010, the District shall modify its 2009-10 semi-monthly contribution for employee medical insurance premiums to:

	Member Only	Member + 1 Dependent	Member + 2 or More Dependents
Kaiser	4.42	\$164.74	207.55*
All other plans	26.00	\$226.00	302.33*

**these rates include the \$200 additional District annual contribution (\$8.33 semi-monthly) to unit members with employee plus two or more family members.*

~~**3.1.2 Effective Fall Semester 2000, in addition to the benefits in Section 21.B.3.1.1 above, for temporary, part-time employees who elected coverage for employee plus two**~~

~~or more family members, the District shall pay a \$200 flat sum partial reimbursement of each employee's contribution to Dependent Care Health Benefits.~~

3.2 Coverage shall commence on the first day of the pay period following the first payroll deduction.

3.3 Coverage shall cease on the last day of the pay period in which termination occurs.

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G. (New) CalSTRS Contribution Increase

In consideration of the contributions made by the faculty bargaining unit to balancing the District budget in recent years, the District will consider any increase mandated by CalSTRS during the term of this Agreement as a challenge that will not be borne solely by the employees who are STRS members but instead as a cost to be addressed as part of the District's overall plan for addressing its budget gap.