

Tentative Agreement
January 27, 2006

The Ohlone Community College District (District) and the United Faculty of Ohlone (UFO), having met and negotiated, agree as follows:

2005-2006

Salary

1. Effective Spring Semester, 2006, the full-time and part-time faculty salary schedule shall increase by five (5%) percent.
2. Effective for the 2006 Spring Semester, Step 6 shall be added to the part-time hourly and overload compensation schedule. Unit members shall be eligible to move to Step 6 in accordance with the past practice for step advancement.
3. Article 8.5.1.3 shall be revised as follows:
 "8.5.1.3 Parity incentive compensation: The added cost of the highest step on the part-time hourly and overload faculty salary schedule shall be paid with state Parity Funds. Parity Funds not expended shall be carried over and banked. In the event that State Parity Funding is eliminated or insufficient to pay for this Step, the available funding, if any, shall be pro-rated. In the event that State Parity Funding is paid in a manner different from the way it was paid in the 2003-2004 academic year, the parties shall meet and negotiate in good faith to implement the intent of this provision.

Office Hours

Add to Article 3.1.10:

“ In addition, a faculty member and the Dean of the division in which the faculty member teaches may agree that the faculty member may hold on-line office hours. On-line office hours shall be proportional to the faculty member's on-line teaching load.

Agency Fee

Add attachment A as Article XXIII

Tuition fee Waiver for Emeritus Faculty

Add Article 7.5 as follows:

The District shall reimburse the tuition fees for emeritus faculty members who enroll in Ohlone College credit classes.

Term

Article 19.1 shall be revised to provide that the term of the agreement is extended through June 30, 2009. For the 2006-2007 school year, there shall be no reopener on Article VII, salary.

2006-2007

Salary

1. Effective Fall Semester 2006, the full-time and part-time faculty schedule shall be increased by five (5%) percent.
2. Effective Fall Semester, Step 7 shall be added to the part-time hourly and overload compensation schedule. Unit members shall be eligible to move to Step 7 in accordance with the past practice for Step advancement.
3. Effective Fall Semester 2006, the stipends in Articles 8.3 through 8.4.5 shall be increased by twelve (12%) percent.

Ohlone Community College District

Deanna Walston

Date 1/30/06

United Faculty Of Ohlone

Date _____

Article XXIII

ORGANIZATIONAL SECURITY - DUES DEDUCTION

23.1 Organizational Security

23.1.1 Except as expressly exempted herein, for the duration of this Agreement, all unit members who do not maintain membership in good standing in the UFO are required, as a condition of continued employment, to pay service fees to the UFO in amounts that do not exceed the periodic dues of the UFO.

23.1.2 No unit member shall be obligated to pay dues or service fees to the UFO until the first of the month following thirty (30) calendar days after the unit member first comes into the bargaining unit.

23.1.3 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to the UFO as a condition of employment. However, such unit member shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

23.1.4 Any unit member claiming this religious exemption must file a written request for exemption with the UFO. If the request is granted, the unit member shall, as a condition of continued exemption from the requirement of paying service fees to the UFO, furnish the UFO with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

23.1.5 Unit members who are adjunct faculty members shall be subject to dues/service fee deductions only when and in the amount specified in written notice from the UFO to the District.

23.2 Dues and Service Fee Deductions

23.2.1 The UFO has the sole and exclusive right to have employee organization membership dues and service fees deducted by the District from unit members in the bargaining unit.

23.2.2 The District shall deduct, in accordance with the UFO dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all unit members who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the District. Such authorizations shall remain in effect until expressly revoked in writing by the unit member.

23.2.3 The District shall, without charge, pay to the UFO within fifteen (15) days of the deduction, all sums so deducted except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of any unit member whose request for religious exemption pursuant to this Agreement have been approved by the UFO.

23.2.4 Along with each monthly payment to the UFO, the District shall, without charge, furnish the UFO with a list of all bargaining unit members, indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.

23.2.5 Nothing contained herein shall prohibit a unit member from paying service fees directly to the UFO.

23.2.6 The District shall immediately notify the UFO if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.

23.2.7 The District shall deduct and pay to the UFO service fees for each unit member who is not a UFO member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless the UFO notified the District that the unit member is paying such fees directly to the UFO.

23.3 Indemnification and Hold Harmless

23.3.1 The UFO agrees to pay to the District all reasonable legal fees and legal costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.

23.3.2 The UFO agrees to indemnify and hold the District harmless from any award or judgment which may result from a court action or administrative action referenced in 2.3.1 above.

23.3.3 The UFO shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph 23.3.1 or 23.3.2 shall or shall not be compromised, resisted, defended, tried or appealed.