

**BARGAINING PROPOSAL
FROM
OHLONE COMMUNITY COLLEGE DISTRICT
TO THE
UNITED FACULTY OF OHLONE**

JULY 2007

The collective bargaining proposal submitted herein by the Ohlone Community College District Board of Trustees is expressly pursuant to the Educational Employment Relations Act and Article XIX, TERM, RE-NEGOTIATION AND CONTRACT CLAUSES, of the current Collective Bargaining Agreement between the parties. It is the intention of the Ohlone Community College District Board of Trustees to bargain in good faith over the proposals submitted by the respective parties.

Any article or section proposed for amendment by the Exclusive Representative in accordance with Article XIX, shall be deemed herein to remain unchanged in the Collective Bargaining Agreement unless otherwise expressly stated.

**ARTICLE VIII
SALARY**

Article VIII, SALARY, shall remain unchanged except for the following amendments:

- 8.9 Compensation for members of the faculty bargaining unit shall include but not be limited to:
 - 8.9.1 Salary as memorialized in Appendix A and B of the existing Agreement
 - 8.9.2 Class and Step
 - 8.9.3 Salary – Fringe Impact
 - 8.9.4 Health and Welfare Benefits
 - 8.9.5 Additional Costs as related to the implementation of the Agreement

The District is currently processing information from the State regarding budgetary allocations for the 2007-2008 school year upon which it may base a compensation offer. The State budget has not been adopted at this time and because the District has been unable to adequately determine its 2007-2008 revenue, we propose that bargaining on compensation issues be deferred for a brief period of time. A more specific District proposal regarding any compensation increase will be proposed as soon as reasonably practicable.

**ARTICLE XIX
TERM, RECOGNITION AND CONTRACT CLAUSES**

ARTICLE XIX TERM, RECOGNITION AND CONTRACT CLAUSES shall remain unchanged except for the following amendments:

- 19.1 Except as may otherwise be provided, this Agreement will become effective upon completion of the ratification process by both parties, and shall remain in full forces and effect through June 30, 2010 and from year to year thereafter unless either party submits appropriate notice to amend or modify the Agreement for a subsequent term. (The effect of this proposal is to extend the current Agreement for two (2) years through June 20, 2010. All other applicable dates and timelines contained in the Agreement shall be modified, including re-opener provisions, to reflect consistency with this proposed termination date.)
- 19.7 During the month of March, proceeding the 2008-2009 school year, the UFO shall submit proposals for modification relative to ARTICLE VIII SALARY, and up to three (3) additional articles of its choice. The District will, thereafter, present its proposals relative to the UFO proposals and up to three (3) additional Articles of its choice.

RESERVATION OF RIGHT TO SUBMIT ADDITIONAL BARGAINING PROPOSALS

The District reserves the right to submit two additional Articles of its choice later in the collective bargaining process.

Signed and entered into this ____ day of _____, 2007

 OHLONE COMMUNITY COLLEGE
 DISTRICT

 UNITED FACULTY OF OHLONE