

OHLONE COMMUNITY COLLEGE DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Douglas Treadway

DATE: December 19, 2007

SUBJECT: Approval of Contract Agreement Between United Faculty of Ohlone and the Ohlone Community College District

On December 18, 2007, a Tentative Agreement was reached between the United Faculty of Ohlone (UFO) and the Ohlone Community College District (District). The UFO must post the Agreement for membership review. Because of the lead time required to set up District pay systems, the proposed contract is presented to the Board for ratification ahead of anticipated UFO contract ratification.

Attached is a summary of the major provisions of the proposed Agreement between the parties. The 2007/2008 cost of the proposed Agreement is \$967,462. The 2008/2009 cost (including run on) of the proposed Agreement is \$1,178,483. The cost of the 2007/2008 provisions of the Agreement is included in the District's 2007/2008 budget. The cost of the 2008/2009 provisions of the Agreement will be included in the 2008/2009 preliminary budget.

RECOMMENDATION:

The President/Superintendent recommends the approval of the proposed contract Agreement between the United Faculty of Ohlone and the Ohlone Community College District, for the period July 1, 2007 through June 30, 2011.

DT:LKE:kj

PROPOSED TENTATIVE CONTRACT BARGAINING AGREEMENT

December 18, 2007

The Ohlone Community College District (District) and the United Faculty of Ohlone (UFO) have met and negotiated a tentative agreement subject to ratifications for 2007-2008 as follows:

2007-2008

1. Article VIII Salary

Full-time Faculty

Effective and retroactive to August 1, 2007, the UFO salary schedule shall increase by 4.53 percent.

Part-time Faculty

Effective January 1, 2008, the UFO part-time UFO hourly pay schedule shall be increased by 4.53 percent.

2. Article VIII Growth Formula

Full-time and Part-time Faculty

Effective and retroactive to August 1, 2007, the UFO salary schedule shall increase by 1.04 percent.

3. Lecture and Lab Hours Ratio

Full-time and Part-time Faculty

Effective the beginning of the Fall 2008 academic semester, the lecture/lab weekly hours ratio will change from 15/22 lecture/lab per week hours to 15/21 lecture/lab per week. The pay for lab hours will increase accordingly. By January 10, 2009, the District and the UFO will assess the impact of the lecture/lab ratio change on District and faculty and agree to in good faith bargain significant unforeseen consequences.

4. Revisions of Contract Language

The District and the UFO agree to in good faith reach agreement with regard to UFO proposals to modify the contract to remove outdated language.


5. Article XIX Terms, Recognition, and Contract Clauses

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 force and effect through June 30, 2011.

19.2 The party proposing to amend or modify this Agreement for a subsequent term shall submit a written notice of such intent during the month of April preceding the expiration date of the Agreement.

19.7 During the month of April, proceeding the 2008-2009 school year, the UFO shall submit its 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.


Authorized Representative of UFO


Authorized Representative of District

Date 12/18/07

Date 12.18.07