

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT (District) and the CUESTA COLLEGE FEDERATION OF TEACHERS, AFT Local 4909 (Federation), and shall be effective November 7, 2008.

WHEREAS, the San Luis Obispo County Community College District (hereinafter District) and the Cuesta College Federation Of Teachers, AFT Local 4909 (Federation) are parties to a collective bargaining agreement ("CBA") which expired effective June 30, 2008; and

WHEREAS, the District and the Federation are in negotiations for a successor agreement; and

WHEREAS, with exceptions not relevant to this MOU, the terms and conditions of the expired CBA will generally remain in effect until a new CBA is fully agreed upon by the parties thereto; and

WHEREAS, the now expired agreement contains provisions limiting the assignment of part-time temporary faculty hired pursuant to Education Code Section 87482.5 to not more than 60 percent of the contact hours per week considered a full-time assignment for regular faculty having comparable duties, which absent this MOU would remain in effect; and

WHEREAS, Section 87482.5 has been amended to increase the maximum assignment that may be given part-time temporary faculty to 67 percent of the hours per week considered a full-time assignment for regular faculty having comparable duties (Chapter 86, Statutes of 2008, "AB 591"); and

WHEREAS, AB 591 is not urgency legislation and, therefore will not become effective until January 1, 2009; and

WHEREAS, the District is in the process of establishing assignments for the Spring 2009 semester, and must complete this process prior to January 1, 2009; and

WHEREAS, the District and the Federation desire to take advantage of the increased maximum assignment permitted by amended Section 87482.5 in advance of the completion of negotiations for a successor CBA and the effective date of AB 591; and

The District and the Federation agree as follows:

1. With the passage of AB 591, effective for the Spring 2009 semester, part-time temporary faculty employed by the District pursuant to Education Code Section 87482.5 may be assigned a maximum load not to exceed 67 percent of the contact hours per week considered a full-time assignment for regular faculty having comparable duties and temporary faculty who have an assigned teaching load between 40% and 67% shall be paid for one office hour per week during the semester.
2. Collective Bargaining Agreement Section 5.12.3.2 is hereby amended to read in pertinent part as follows:

Each temporary faculty member is limited to a teaching or service load level equal to the employee's highest load during the preceding four consecutive semesters, to a maximum of 67% of the contact hours per week considered a full-time assignment for regular faculty having comparable duties.

3. Section 5.12.4.3 of the CBA is hereby amended to read in pertinent part as follows:

"...Eligible faculty who have indicated an interest in increasing his or her assignment level, up to 67%..."

4. Assignment of temporary faculty will be subject to existing procedures outlined in Section 5.12 in the CBA. For the 2009 spring semester, there are no 67% load entitlements.

5. Except as modified by this MOU, all sub-sections of Section 5.12 shall continue to read as set forth in the now expired CBA until such time as a successor agreement is approved by the Federation and the District's Governing Board. Further, except as modified by this MOU, Section 5.12 will be interpreted in a manner consistent with any previously adopted MOUs, as well as the parties' established past practices relating to Section 5.12.

6. The parties agree that in the event Section 87482.5 is amended to increase the specified percentage for a temporary faculty member to more than 67 percent of the contact hours per week considered to be a full-time assignment for regular faculty having comparable duties, the increased percentage of employment shall be incorporated into this article at the time it becomes operative without any obligation for the parties to negotiate the decision or impacts of the change.

7. This MOU shall remain in full force and effect until negotiations on a successor agreement are completed, and approved by the Federation and the District's Governing Board, at which time the terms of the new CBA, if any, shall prevail over the terms of this MOU.

8. This MOU in no way minimizes the Federation's support of its part-time faculty members, diminishes the Federation's commitment to pro-rata pay, nor represent support for the notion of using part-time faculty if a full-time position becomes available.

ACCEPTED AND AGREED TO:


Allison Merzon, President
(Cuesta College Federation of Teachers)

11.18.2008
Date


W. David Pelham, Superintendent/ President
(San Luis Obispo Community College District)

11-18-08
Date