

# Did You Know?

April 2023

## UF Contract Protects Faculty on Academic Matters!

United Faculty is the exclusive representative for all full-time faculty and is responsible for protecting our working conditions both inside and outside the classroom per state law.\* Besides pay and benefits, our union also negotiates contract language to support our standing as discipline experts. In fact, our contract covers a large variety of areas directly related to instruction:

### **Article 1: Academic Calendar**

When will instruction take place each semester? UF negotiates this right, with input from the senates, at all campuses.

### **Article 4: Professional Activities/Development**

Attending conferences and workshops to expand our scope of knowledge and improve our classroom skills is also a right that your union has secured through negotiations in addition to your right to participate in professional activities and committees.

### **Article 4: Intellectual Properties--Materials, Processes, and Devices Prepared by Faculty**

Our negotiated union contract also protects our intellectual property from any claims by the District.

### **Article 4: Class Scheduling**

**Deans do not have the right of assignment in our district.** Our negotiated contract centers faculty in the scheduling process--both for scheduled department course offerings as well as faculty members' own teaching schedules. Deans must collaborate with faculty to determine which classes will be offered, the times, the number of sections, and each faculty member's individual schedule.

### **Article 4: Department Budgets**

The division and department budget should not be secret; in fact, the contract specifically requires managers to collaborate with faculty members to develop both division and department budgets-- a huge issue that determines the direction of our programs and service to our students.

### **Article 11: Curriculum Rights: Maximum Class Size**

The curriculum process is codified for enforcement in our contract language: "The maximum class size for any course of instruction shall be established through the regular campus curriculum process." In addition, the contract protects faculty from being forced to overenroll their classes. Again, our union contract puts instructors, as the content experts, in the decision-making process about this important aspect of curriculum and instruction.

### **Article 12: Class Cancellation**

Managers may not cancel courses on a whim; the contract protects faculty members and programs from arbitrary class cancellation in recognition of instructors as discipline and program experts:

- Faculty must agree to class cancellation before fourth calendar day preceding the first day of class, and
- Courses that have at least forty percent of the class maximum cannot be cancelled before the first class meeting.
- A 20-student enrollment or sixty percent of the seat count guarantees a course will continue.
- Key courses to the department or program may continue even if under enrolled.
- If classes fail to meet enrollment parameters, fulltime faculty do not take a pay cut but instead assume a class from an adjunct colleague. **The District must give us our 15-unit schedule and full pay.**

### **Article 14: Sabbatical Process and Rights**

In addition to rights to attend professional activities and professional development, paid sabbaticals are another contractual right faculty enjoy every seven years in recognition that professional educators require more extensive time for “the opportunity to pursue educational activities which will enhance their professional growth and enrichment and contribute to the instructional programs of the District.”

### **Article 15: Faculty Transfers: Voluntary and Involuntary**

In a multi-campus district, the location of where faculty teach is an important right that our contract protects. Both voluntary transfer and involuntary transfer processes are clearly delineated to make sure faculty are treated fairly. If an instructor wants to move to a different campus and department, the faculty in the receiving department has the right to form a mini hiring committee. As far as involuntary transfer, the contract protects faculty from arbitrary and punitive transfers by managers; the decision is based on specific conditions, mainly overstaffing.

### **Article 16: Department Coordinators**

Electing a liaison between the department and the dean is another right guaranteed in our contract to ensure an active classroom instructor is communicating the wishes of faculty experts to deans. The process of electing a faculty coordinator is clearly outlined in the contract to keep the process fair. In addition, the department, in collaboration with the dean, decides on the coordinator’s duties. **Per Ed Code, faculty cannot be placed in a supervisory position over other faculty.**

### **Article 22: Distance Education**

Over 20 years ago, when online instruction started in our district, our union leaders immediately negotiated a distance education article to protect faculty rights. Teaching DE courses is “voluntary.” Online office hours were also renegotiated to reflect this changing modality. In the post-pandemic world, this semester UF negotiated a [Memorandum of Understanding](#) (MOU), based on surveys from unit members, to further expand DE faculty rights and redefine our working conditions to reflect the reality of student demand for more virtual classes.

### **Article 26: Faculty Minimum Qualifications**

Who may teach and counsel in our departments? It’s a decision that has clear contractual parameters, which echo the minimum requirements established by the Board of Governors of the California Community Colleges as well as Title 5.

### **Article 26: Faculty Service Areas**

The contract also emphasizes that Faculty Service Areas (FSAs) are assigned based on the Board of Governors of the California Community Colleges standards, again protecting the integrity of our disciplines and instruction.

### **Article 29: Extensive Laboratory**

Equal pay for equal work is a standard rallying cry for unions, and United Faculty members recently achieved a long-fought battle in this area for instructors teaching lab classes: lecture-lab parity for lab courses that require extensive preparation. The new contract article centers instructional faculty as the leaders of the committee that makes this determination: [UF Article 29: Extensive Laboratory](#).

### **\*Education Employees Relation Act**

(1976 law establishing collective bargaining in California’s public schools: K-12 and community colleges)

**“... EERA specifically protects the right of certificated employees [teachers] to be afforded ‘a voice in the formulation of educational policy. . . EERA protects teachers' right to be represented in both their professional and employment relationship with their public school district employer, including a right to have a voice in formulating educational policy.”**

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***Do you have questions about your contractual rights?***

**Contact United Faculty President Christie Diep at [cdiepuf@gmail.com](mailto:cdiepuf@gmail.com).  
Much more information is available on our Website, including our current Contract:  
[ufnorthorange.com](http://ufnorthorange.com).**

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