

**TENTATIVE AGREEMENT BETWEEN THE
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND THE
UNITED FACULTY/CCA/CTA/NEA**

March 31, 2022

This Tentative Agreement is entered into by and between the North Orange County Community College District ("NOCCCD") and United Faculty/CCA/CTA/NEA ("United Faculty"). NOCCCD and United Faculty may be referred to herein as "Party" or collectively as "Parties."

Any issue, subject, or matter discussed by the District and the United Faculty during negotiations over the 2021-2022, 2022-2023 and 2023-2024 bargaining proposals not contained in this document shall be considered withdrawn by the party presenting it. Any "oral agreement" or "understanding" not reflected in writing herein shall have no force or effect.

NOW, THEREFORE, the District proposes as follows:

The provisions of this Agreement, if ratified by the United Faculty membership and adopted by the Board of Trustees, shall constitute the complete and final settlement and obligation of the parties with respect to negotiations for the 2021-2022, 2022-2023, and 2023-2024.

ARTICLE 1 - AGREEMENT

ARTICLE 1 - AGREEMENT, shall remain unchanged except for the following amendment(s):

1.5 TERMS OF AGREEMENT

This Agreement shall become effective upon full ratification and continue in effect to and including June 30, 2024, and from year to year thereafter unless alteration or amendment is requested in writing in accordance with section 1.3 of this Article.

ARTICLE 5 - OFFICE HOURS

ARTICLE 5 - OFFICE HOURS, shall remain unchanged except for the following amendment(s):

5.2.5 Office Hours

Five and one-half (5.5) posted office hours per week on campus during each regular semester shall be scheduled at the discretion of the Unit Member and reflected on the on the Unit Member's staff assignment sheet, with the understanding that:

ARTICLE 11 – CLASS SIZE/MULTIPLE SECTIONS

ARTICLE 11 - CLASS SIZE/MULTIPLE SECTIONS, shall remain unchanged except for the following amendment(s):

11.2 MULTIPLE SECTIONS

11.2.1 Multiple section classes may be assigned as part of a Unit Member's regular contract workload. Any additions to a Unit Member's regular contract workload occurring after the beginning of the semester which involve creating or increasing a multiple section class will be considered as adding a class and subject to the provisions of Article 5, Sections 5.2.2 and 5.2.3.

11.2.2 A class may be scheduled as a multiple section prior to the first day of any instructional period; or, subsequent to the first day of the instructional period, a class may be scheduled as a multiple section, or any established multiple section class may be increased, at the discretion of the President or designee, where it is apparent that the enrollment will justify such establishment or increase.

11.2.3 Multiple classes shall be computed on the basis of the established single section maximum class size, subject to the following:

11.2.3.1 A class scheduled as one and one-half sections must attain eighty (80) percent of its established class size on the census date or it will be reclassified as a single section class.

11.2.3.2 A scheduled double section ~~class~~ must attain ninety (90) ~~eight (80)~~ percent of its established maximum size on the census date to count as a double section. If it does not attain 90%, if it attains at least sixty (60) percent but less than eighty (80) percent, the double section class will be reclassified as a one and one-half section class. If the this reclassified one and one-half section class does not one double section attains less than eighty (80) sixty (60) percent of its established class maximum size, it will be reclassified as a single section class.

11.2.3.3 A scheduled triple section ~~class~~ must attain ninety (90) ~~eight (80)~~ percent of its established maximum class size on the census date to count as a triple section. If it does not attains at least ninety (90) sixty (60) percent, but less than eighty (80) percent, the triple section class will be reclassified as a two and one-half section class. If this reclassified two and one-half section does not attain ninety (90) percent, it will be reclassified as a double section. If this reclassified double section does not attain ninety (90) percent of its established class maximum size, it will be reclassified as one and one-half section. If this reclassified one and one-half section does not attain eighty (80) percent, it will be reclassified as a single section.

~~If the triple section class attains at least fifty three (53) percent but less than sixty six (66) percent of its established maximum size, it will be reclassified as a double section class. If it attains at least forty (40) percent but less than fifty three (53) percent of its established maximum size, it will be reclassified as a one and one-half section class. If it attains less than forty (40) percent of its established maximum size, it will be reclassified as a single section class.~~

ARTICLE 16 - DELINEATION OF DEPARTMENTS/DEPARTMENT COORDINATOR

ARTICLE 16- DELINEATION OF DEPARTMENTS/DEPARTMENT COORDINATOR, shall remain unchanged except for the following amendment(s):

16.1 GENERAL PROVISIONS

It is the intent of this Article that the department coordinator, as the designated representative of the department faculty, shall owe a good faith duty to advocate for and on behalf of the interests of the department faculty, and to facilitate full and equitable involvement of department members in the affairs of the department.

16.2 DELINEATION OF DEPARTMENTS

16.2.1 The faculty of any division may elect to establish departments within the division. Departments may be established on the basis of a discipline or service, group of related disciplines and/or services, program or other reasonable basis.

16.2.2 Where the faculty of a division have not previously elected to establish departments, upon receipt of a petition to consider the establishment of departments, signed by a simple majority of the division faculty, the Immediate Management Supervisor of the department/division shall schedule a meeting of the division faculty for that purpose.

16.2.3 Where the faculty of a division have elected to establish departments within the division, the established departmental structure of the division shall continue from year-to-year. Upon receipt of a petition for reconsideration of the departmental structure of the division, signed by a simple majority of the division faculty, the Immediate Management Supervisor of the department/division shall schedule a meeting of the division faculty for that purpose by the end of the semester/trimester in which the petition is received, provided the petition is submitted not later than sixty (60) calendar days prior to the last day of the semester/trimester; otherwise, the meeting will be conducted in the next semester/trimester.

16.2.4 When a meeting is scheduled for purposes of considering the departmental structure of the division as provided in Section 16.2.2 or Section 16.2.3, the Immediate Management Supervisor of the department/division shall entertain motions for proposals, which shall be voted upon by the division faculty in attendance at the meeting. Adoption of any motion shall be by a simple majority vote.

16.2.4.1 Except for compelling reasons, the dean of the division shall normally accept and implement the proposals adopted by the division faculty.

16.2.4.2 Where the Immediate Management Supervisor of the division does not agree with an adopted proposal, the division faculty may appoint a committee of three (3) full-time division faculty members to resolve the differences with the dean.

ARTICLE 18 – EVALUATION OF TENURED UNIT MEMBERS

ARTICLE 18- EVALUATION OF TENURED UNIT MEMBERS, shall remain unchanged except for the following amendment(s):

~~Remove for clarity “Tenure Faculty Evaluation Pilot Forms” from articles 18.4.1; 18.5.4.1; 18.6.2.1.~~

Replace Tenure Evaluation Forms in Appendix I with Tenure Evaluation Forms in Appendix K.

18.4 CONDUCT OF EVALUATION

18.4.1 Evaluations shall utilize the criteria incorporated as Appendix F and the Evaluation Report Forms incorporated as Appendix K - Tenured Faculty Student valuation ~~Pilot~~ Forms, as appropriate to the assignment of the Unit Member being valuated. Any observation or evaluation of a Unit Member's performance shall be based upon the criteria established in this Article and shall not be conducted except in accordance with the provisions of this Article.

18.5 ADMINISTRATIVE EVALUATION

18.5.4 Preparation of Evaluation Report

18.5.4.1 Subsequent to the classroom/worksite observation and receipt of the student evaluation forms ~~peer student evaluation summary~~, the Immediate Management Supervisor shall prepare a written evaluation utilizing the appropriate evaluation report form (Appendix K - Tenured Faculty Student Evaluation ~~Pilot~~ Forms).

18.5.4.2 The evaluation report should address each evaluative criterion, as appropriate, outline areas of strength and include recommendations, if warranted, and shall include comments regarding the ~~peer student evaluation forms summary~~.

18.6 STUDENT EVALUATION

18.6.2 Compilation of Student Evaluation Forms

18.6.2.1 The faculty member administering the student evaluations shall ~~prepare a summary of the Student Evaluation Forms, by class section, including a summary of the ratings and significant student comments, which shall be provided to the Unit Member being evaluated and provide the completed student evaluation forms to the~~ Immediate Management Supervisor within five-business days of ~~administering~~ completing the student evaluations. The Immediate Management Supervisor will comment on ~~this information~~ the student evaluation forms in Part II. B (Appendix K – Tenured Faculty Student Evaluation ~~Pilot~~ Forms).

~~18.6.2.2 The faculty member shall place the completed Student Evaluation Forms in a sealed envelope with their signature across the sealed envelope tab. The completed Student Evaluation Forms and the summary shall be returned to the Division Office Immediate Management Supervisor by the faculty member administering the student evaluations within five-business days of completing the student evaluations.~~

~~18.6.2.2 The Student Evaluation Forms shall be retained by the faculty member administering the student evaluations until the end of the semester/term and until final grades have been posted at which time they shall be delivered to the Unit Member.~~

18.6.2.32 The Student Evaluation Forms ~~shall be reviewed by the Immediate Management Supervisor and~~ shall be retained, ~~unopened~~, by the

Division Office in a secure location until the end of the semester/~~term~~ and until final grades have been posted at which time they shall be delivered to the Unit Member.

~~18.6.2.3 The Immediate Management Supervisor may request a post evaluation meeting to review the student evaluations after the semester ends and prior to the end of the following semester. The Unit Member shall bring all Student Evaluation Forms to the meeting for review and discussion. At the request of the unit member, the peer may attend the post evaluation meeting.~~

ARTICLE 20 – SALARY PROVISIONS

ARTICLE 20- SALARY PROVISIONS, shall remain unchanged except for the following amendment(s):

20.2 CLASS ADVANCEMENT

20.2.1 Advancement from one (1) class to another will be authorized only after the individual involved has filed a request for such advancement and submitted satisfactory evidence substantiating the request, such as transcripts or grade cards. The evidence must be submitted to the Office of Human Resources on or before the second Friday in August and must be approved by the Vice Chancellor of Human Resources or designee. Refer to Appendix L for Course Advancement Forms.

20.2.1.1 Lower division course work must be approved in advance by the Immediate Management Supervisor.

20.2.1.2 Upper division and graduate level course work is strongly recommended that the unit member confer with your Immediate Management Supervisor prior to taking any course(s).

20.2.2 Class advancement shall be limited to one (1) column per year. Any excess units earned while a Unit Member is attempting to qualify to advance to a specific class may be used to satisfy the requirements necessary for any further advancement.

20.2.3 All units are equated as semester units; quarter units will be converted to semester units on a ratio of one (1) quarter unit equaling two-thirds (2/3) semester unit.

20.2.4 Graduate and upper division units related to the Unit Member's assignment qualify for advancement from one class to another.

20.2.5 Not more than fifteen (15) lower division units as listed below may qualify for each class advancement:

20.2.5.1 Units beyond the minimum qualifications which are related to the Unit Member's assignment;

20.2.5.2 Units completed by a Unit Member in a District-approved retraining program;

20.2.5.3 Other units recommended by the Immediate Management Supervisor.

SALARY ADJUSTMENT FOR THE 2021-2022 FISCAL YEAR

The Regular and Contract Faculty Summer Intersession Teaching Salary Schedule will first be increased by five-point zero seven percent (5.07% funded COLA) and then increased by five percent (5.0%) across the schedule, effective Summer 2022.

Unit members will be provided a one-time off-schedule salary payment in the amount of five thousand dollars (\$5,000.00) within sixty (60) days after ratification and Board approval.

SALARY ADJUSTMENT FOR THE 2022-2023 FISCAL YEAR

The Regular and Contract Faculty Salary Schedules will first be increased by five-point zero seven percent (5.07% funded COLA) for 2021-2022 and then increased by the funded COLA for 2022-2023, across the schedule, effective Fall 2022.

The Regular and Contract Faculty Overload Teaching Schedule will first be increased first by five-point zero seven percent (5.07% funded COLA) for 2021-2022 and then increased by funded COLA for 2022-2023, across the schedule, effective Fall 2022.

The Regular and Contract Faculty Overload Nonteaching Schedule will first be increased by five-point zero seven percent (5.07% funded COLA) for 2021-2022 and then increased by funded COLA for 2022-2023, across the schedule, effective Fall 2022.

The Regular and Contract Faculty Summer Intersession Teaching Salary Schedule will be increased by funded COLA for 2022-2023, across the schedule, effective Summer 2023.

Two-thousand dollars (\$2,000.00) of the current fringe benefit allowance (\$4,646.10) will be moved to the salary schedules, effective Fall 2022. The remaining balance of \$2,646.10 shall remain as fringe benefit allowance.

SALARY ADJUSTMENT FOR THE 2023-2024 FISCAL YEAR

The Regular and Contract Faculty Salary Schedules will be increased by funded COLA, across the schedule, effective Fall 2023.

The Regular and Contract Faculty Overload Teaching Schedule will be increased by funded COLA, across the schedule, effective Fall 2023.

The Regular and Contract Faculty Overload Nonteaching Schedule will be increased by funded COLA, across the schedule, effective Fall 2023.

The Regular and Contract Faculty Summer Intersession Teaching Salary Schedule will be increased by funded COLA, across the schedule, effective Summer 2024.

ARTICLE 21 - EMPLOYEE BENEFITS

ARTICLE 21- EMPLOYEE BENEFITS, shall remain unchanged except for the following amendment(s):

21.1 HOSPITALIZATION AND MEDICAL CARE PLAN

21.1.1 The District is currently a participating agency in the CalPERS Hospital and Medical Care plan which allows eligible Unit Members to select from several plans for their hospitalization and medical care.

21.1.2 The District will pay the full cost of the employee-only premium for eligible Unit Members employed fifty (50) percent or more. ~~Effective January 1, 2021 and implemented in February 2021, an adjusted amount for dependent care medical premiums will be provided to eligible Unit Members who currently pay out of pocket premiums for the remaining months of 2020-2021. Effective July 1, 2021, January 1, 2023, the District will contribute a maximum up to \$8,058.00 \$8,494.00 annually towards plus one dependent care medical premiums. Effective January 1, 2023, the District will contribute a maximum up to \$13,590.00 annually towards family plan medical premiums.~~ Any additional premiums for dependent medical will be paid by the ~~uUnit m~~Member by automatic payroll deductions in accordance with established District payroll procedure. This contribution is separate and distinct from the fringe benefit allowance.

If the Kaiser Other Southern California rate increases in excess of \$8,494.00 or \$13,590.00 effective January 2023, the District will increase the District contribution for employee plus one dependent and family for the 2023 benefit year, not to exceed the 2022-2023 funded COLA percentage.

If the Kaiser Other Southern California rate increases in excess of the January 2024 District contribution amounts effective January 2024, the District will increase the District contribution for employee plus one and family for the 2024 benefit year, not to exceed the 2023-2024 funded COLA percentage.

21.1.3 An eligible Unit Member who elects not to participate in the District's hospitalization and medical care plan will receive an addition of three hundred (300) dollars to the annual discretionary fringe benefit allowance.

21.2 FRINGE BENEFIT ALLOWANCE

21.2.1 The District will provide an annual fringe benefit allowance, in the amount negotiated by the parties (the current rate is \$2,646.10) to eligible Unit Members. The amount of the allowance shall be prorated based on the Unit Member's percentage of employment.

21.2.2 The fringe benefit allowance for eligible Unit Members will be paid as compensation. This allowance may be allocated towards the NOCCCD Section 125 Plan and/or a qualified tax sheltered annuity. The fringe benefit allowance may be allocated toward the premium cost(s) of optional benefits for any District approved vendor.

21.2.3 The total cost of the Unit Member's benefit choice(s) exceeding the Unit Member's own medical premium will be deducted from the Unit Member's paycheck in accordance with established District payroll procedure.

21.2.4 Selection of a 403(b) or 457 investment plan option must be from the list of approved District vendors. Unit Members may contact the District's Third Party Administrator, for options and enrollment documents. Unit Members are responsible for contacting the investment company and completing the necessary paperwork to establish an account.

21.3 RETIREE BENEFITS

~~21.3.6 The Insurance and Benefits Committee will resume meeting in Spring 2021 to research and analyze retiree benefit options for all groups and make recommendations for negotiations for faculty hired after July 1, 2021.~~

21.5 DISTRICT INSURANCE AND BENEFITS COMMITTEE

21.5.1 The Association shall be entitled to appoint four (4) members to the District Insurance and Benefits Committee with the understanding that the total membership of the District Insurance and Benefits Committee shall not exceed eleven (11).

21.5.2 No new plan will be instituted for Unit Members unless that plan has been presented to approved by the District Insurance and Benefits Committee for feedback and input, and approved by the Board of Trustees.

21.5.3 No existing plan will be modified or dropped solely by the District action unless such action has been presented to approved by the District Insurance and Benefits Committee for feedback and input, and approved by the Board of Trustees.

21.5.4 While the Association may negotiate the amount of fringe benefits, the District Insurance and Benefits Committee will recommend specific carriers.

21.5.6 For the term of this Agreement, the present policy concerning faculty passes to college events will remain in effect.

21.5.7 Parking for each Unit Member will be granted in the designated areas at no charge.

ARTICLE 27 – COMPENSATION FOR HIRING SEARCH COMMITTEE SERVICE BEYOND REGULAR CONTRACT YEAR

ARTICLE 27- COMPENSATION FOR ~~HIRING~~ SEARCH COMMITTEE SERVICE BEYOND REGULAR CONTRACT YEAR, shall remain unchanged except for the following amendment(s):

27.1 Unit Members who serve on ~~hiring search~~ search committees during the regular semester/~~trimesters~~ while in paid status, including service while on a sabbatical leave, load banking leave, phase-in retirement, partial load reduction or other paid leave, will not receive additional compensation for such service. The provisions of this section include any such service performed by the Unit Members on weekends and holidays that fall within the semester/~~trimester~~.

27.2 Unit Members will be compensated for authorized ~~hiring search~~ search committee service (committee meetings and applications evaluated) which is performed during periods outside of the regular semesters/~~trimesters~~ (i.e., intersessions), provided the service is not performed during times when the Unit Member would otherwise be compensated. Such service shall be compensated hourly, at the laboratory rate according to the Regular and Contract Faculty Overload Teaching Salary Schedule (Appendix B).

27.2.1 Unit Members will be compensated for the number of applications evaluated as follows:

<u>Number</u>	<u>Compensation</u>
<u>1-25</u>	<u>2 hours</u>
<u>26-50</u>	<u>4 hours</u>
<u>51-75</u>	<u>6 hours</u>
<u>76-100</u>	<u>8 hours</u>
<u>101-125</u>	<u>10 hours</u>
<u>126-150</u>	<u>12 hours</u>
<u>151-175</u>	<u>14 hours</u>
<u>176-200+</u>	<u>16 hours</u>

27.3 Required Authorization

Unit Members must have written approval from the campus President/~~Provost~~ or designee prior to performing any hiring search committee service during periods outside their regular contract year. Hiring Search committee service performed without prior written authorization shall be deemed to have been performed as part of the regular contract workload and shall not be eligible for additional compensation.

ARTICLE 28

CREDIT INTERNSHIP/WORK EXPERIENCE PROGRAM (NEW ARTICLE)

ARTICLE 28- CREDIT INTERNSHIP/WORK EXPERIENCE PROGRAM, shall remain unchanged except for the following amendment(s):

28.1 This Program outlines the duties, responsibilities, and compensation structure in assuming a Credit Internship/Work Experience assignment. This Program pertains specifically to Credit Internship/Work Experience. This Agreement is exclusive of the Anaheim Internship Mentoring Experience Program (AIME).

28.1.1 In accordance with Title 5 §58051(b), the student/instructor ratio in the work-experience education program shall not exceed 125 students per full-time equivalent academic instructor.

28.1.2 In accordance with Title 5 §55256.5 (d), ~~requires when calculating Cooperative work experience hours, it is important to note that Cooperative work experience unit/hours are not lecture hours. although~~ Orientation hours ~~can~~ may be incorporated as part of the ~~Cooperative work experience course~~.

28.1.3 All Internship/Work Experience courses are part of the existing state-approved curriculum and will enroll at least one (1) but no more than forty (40) students per faculty member per term.

28.2 COMPENSATION

Compensation for Internship/Work Experience for ALL programs is .125 LHE of the and Contract Overload lecture unit rate paid per enrolled student at census, regardless of the number of lab units associated with the course.

28.3 MILEAGE

Mileage reimbursement for Internship/Work Experience assignments will be in accordance with AP 7400 Travel and Conference Attendance.

28.4 DUTIES AND RESPONSIBILITIES

- 28.4.1 Understand and follow the Internship/Work Experience program guidelines and term timelines.
- 28.4.2 Revise course outlines of record to reflect accurately the nature of Internship/Work Experience. Internship/Work Experience unit/hours are lab hours.
- 28.4.3 Assure that all student employment is directly related to the Internship/Work Experience class in which the student is enrolled.
- 28.4.4 Determine that each participating student qualifies to be enrolled in an Internship/Work Experience course. Qualifications are:
 - 28.4.4.1 Pursue a planned program in a major where Internship/Work Experience is available. This means the student has a major with goals decided and the Internship/Work Experience will assist in achieving his/her goals.
 - 28.4.4.2 On-the-job learning experiences that contribute to their occupational or educational goals.
- 28.4.5 Evaluate and determine that each work site and job assignment is appropriate for the Internship/Work Experience student placement.
- 28.4.6 Refer and recommend students to possible employment opportunities or job placement as appropriate.
- 28.4.7 Assist each student in developing a minimum of three clearly defined on-the-job learning objectives to be completed successfully prior to the end of the term.
- 28.4.8 Maintain accurate records of each student's progress including attendance, days and hours worked, classroom assignments, roll books, final grades, in person employer conferences, student consultations, and student achievement evaluations.
- 28.4.9 Complete all required paperwork as outlined in the Internship/Work Experience Program Guidelines prior to the start of the Internship/Work Experience.
- 28.4.10 Complete all student liability forms and procedures prior to the student starting work. Worker's compensation for paid Internship/Work Experiences are covered by the employer offering the Internship/Work Experience. For unpaid Internship/Work Experiences, inform employers that the NOCCCD provides Worker's Compensation Insurance for Internship/Work Experience Students.
- 28.4.11 Confirm that all students and employers are aware of the procedures to be followed in the event of any injuries acquired on the job:

- 28.4.11.1 Review the attached Manager's Procedures for Handling Work Related Injuries and Information about Worker's Compensation Claim Process. (For purposes of providing Worker's Compensation coverage to the student intern of unpaid Internship/Work Experience, the faculty member would be considered the "manager" and the student intern would be considered the "employee.").
- 28.4.12 Hold at least three (3) in-person student consultation meetings to maintain ongoing consultation, monitor overall progress, and support success. Document all student consultations.
- 28.4.13 Faculty members are responsible for in-person consultation at job site(s) with the employer or designated representative(s) to discuss students' educational goals before the start of the term or before census unless:
 - 28.4.13.1 faculty have been at the worksite within the last academic year;
 - 28.4.13.2 the student is repeating the course at the employer's worksite;
 - 28.4.13.2.1 the work site or organization has been the site of numerous previous assignments by other students of the College/District;
 - 28.4.13.3 the worksite location is greater than thirty (30) miles from the College;
 - 28.4.13.4 the faculty member and student are working in a virtual office.
Under one of these circumstances outlined above, the faculty member may use alternative means to consult, such as telephone, teleconference, or email/internet.
- 28.4.14 Faculty members are responsible for a second in-person job site consultation with the employer or designated representative(s) to discuss students' educational growth at the midpoint of the term unless:
 - 28.4.14.1 they have been at the worksite within the last academic year;
 - 28.4.14.2 the student is repeating the course at the employer's worksite;
 - 28.4.14.3 the work site has been the site of numerous previous assignments by other students of the College/District;
 - 28.4.14.4 the worksite location is greater than thirty (30) miles from the College;
 - 28.4.14.5 the faculty member and student are working in a virtual office.
 - 28.4.14.6 Under one of these circumstances outlined above, the faculty member may use alternative means to consult, such as telephone, teleconference, or email/internet.
- 28.4.15 Prior to the end of the term, discuss with the employer the work place portion of the evaluation including:

- 28.4.15.1 Successful completion of the required number of work hours;
- 28.4.15.2 Successfully meeting the three on-the-job learning objectives, and the methods used to evaluate the objectives;
- 28.4.15.3 Completion of any additional required assignments and paperwork.
- 28.4.15.4 The faculty member can conduct this discussion with the employer in person, telephone, teleconference or email/internet.

28.5 Submit grades and all required paperwork, fully completed to the Division office per the term timelines.

ARTICLE 29 – EXTENSIVE LABORATORY (NEW ARTICLE)

ARTICLE 29 – EXTENSIVE LABORATORY, shall remain unchanged except for the following amendment(s):

29.1 **EXTENSIVE LABORATORY AGREEMENT**

- 29.1.1 Laboratory courses are established as “extensive” through the approval process outlined in this Article and the Extensive Laboratory Application, Definition Criteria, Classification Rubric, and Classification Checklist found in Appendix M.
- 29.1.2 The laboratory hour for all courses established as Extensive Laboratory shall be compensated at 1 to 1 or 100% of a lecture hour.
- 29.1.3 All lab units/hours for Extensive Laboratory courses must be in compliance with current regulations and laws outlined in the Program and Course Approval Handbook (PCAH).
- 29.1.4 The implementation of approved Extensive Laboratory courses shall be effective Fall 2023.
- 29.1.5 The status of an Extensive Laboratory may be established or amended only with the approval of the Extensive Laboratory Committee (ELC).

29.2 **EXTENSIVE LABORATORY COMMITTEE**

- 29.2.1 The District Extensive Laboratory Committee, will be established to implement the recommended procedures and guidelines. The purpose of the ELC is as follows:
 - 29.2.1.1 Uphold the criteria and guidelines to identify extensive laboratory courses that qualify under the definitions.
 - 29.2.1.2 Solicit applications from departments.
 - 29.2.1.3 Review and evaluation applications
 - 29.2.1.4 Application approval or denial will be conducted based on consensus; majority vote will prevail.

29.2.1.5 Report extensive laboratory approvals to the appropriate groups to ensure implementation.

29.2.2 The District ELC shall consist of five (5) tenured unit members and three (3) management team members for a total of eight (8) members as follow:

29.2.2.1 One (1) tenured unit member from each campus (Cypress College and Fullerton College) appointed by each campus Faculty/Academic Senate.

29.2.2.2 One (1) tenured unit member from each campus (Cypress College and Fullerton College) appointed by each Curriculum Committee.

29.2.2.3 One (1) tenured unit member appointed by United Faculty.

29.2.2.4 One (1) management team member from each campus and District Services (Cypress College, Fullerton College, and District Services).

29.2.2.5 Committee members shall be appointed for a two-year term and may be reappointed to serve additional terms.

29.2.2.6 The committee will appoint a chair from the faculty unit members.

29.3 TIMELINE

29.3.1 Before the end of the Spring semester, the ELC chair will inform each campus (Cypress College and Fullerton College) of the ELC scope and function relating to extensive laboratory evaluation and issue an invitation to departments with laboratory assignments to prepare applications and supporting documents that seek to apply for EL classification.

29.3.2 Unit members/departments that wish to have the ELC consider designating one or more of their laboratory courses as EL will have until September 1 of each academic year to submit the applications and supporting documents.

29.3.3 The ELC will meet the first week of September each academic year to establish dates and deadlines for the review and approval process. These shall include meeting dates, deliberations, and deadlines for revisions, resubmissions, and final approvals.

29.3.4 Submitting unit members may be contacted by the ELC to meet with the committee to review the application and course materials if further clarifications are needed.

~~An Extensive Lab Workgroup will be formed by October 2021 with three representatives from United Faculty and three representatives from the District. The charge of this workgroup is to identify extensive labs and to establish procedures, rubric, and ratio compensation for laboratory assignments. The goal of the Extensive Lab Workgroup is to reach mutual agreement by Fall 2022. When mutual agreement is achieved, implementation will occur within the following two semesters.~~

COMPARABILITY ANALYSIS

With the shifting of the \$2,000.00 fringe benefits to salary, United Faculty agrees that the District has fulfilled the 2013 MOU. The 2013 MOU shall not be cited for any purpose in the future.

Future compensation increases are subject to negotiations. Every three years, the parties agree to utilize the seven (7) Districts, column and step benchmarks for comparability purposes.

Districts

- 1) Cerritos Community College District
- 2) Coast Community College District
- 3) Long Beach City College
- 4) Mt. San Antonio Community College District
- 5) Rancho Santiago Community College District
- 6) Riverside Community College District
- 7) Rio Hondo College

NOCCCD Column and Step Benchmarks

- 1) Class B, Step 8
- 2) Class E, Step 13
- 3) Class E, Step 20
- 4) Class F, Step 25

SPRING 2022 COVID MOU

The parties agree to the attached Spring 2022 COVID MOU.

INTEREST BASED BARGAINING

The parties agree to participate in Interest Based Bargaining (IBB) or similar training sessions and explore the potential for utilizing IBB for future negotiations.

PERB UNFAIR PRACTICE CHARGE NO. LA-CE-6590-E

The parties have reached a Settlement Agreement dated December 9, 2021 which will be incorporated into the Collective Bargaining Agreement. **ARTICLE 4 - FACULTY RIGHTS (NEW LANGUAGE).**

4.2 SCHEDULING

- 4.2.4 A Unit Member shall have a five (5) day period ("day" defined in Article 24.2.2) within which to review the Unit Member's individual schedule, including both contract workload and overload, prior to the finalization ~~submission~~ of such schedule ~~to the next organizational level~~. During this five (5) day period, if requested by the Unit Member, the Immediate Management Supervisor shall consult with the Unit Member

concerning the Unit Member's schedule. After the five (5) day review period, the Unit Member's schedule, including contract workload and overload, will be considered finalized.

4.2.4.1 After finalization of the Unit Member's schedule, if the Unit member becomes interested in additional overload classes, the Unit Member shall notify the Immediate Management Supervisor or designee in writing, including specific courses, days/times, modalities, or other details associated with the request, if known. The Immediate Management Supervisor will give such Unit Members first consideration for any additional overload classes that become available after receipt of request.

4.2.4.2 If at any time a Unit member's schedule is changed after the initial finalization of the Unit Member's schedule, the unit member will be provided with a new schedule, in writing, within five (5) days.