

October 8, 2021

## Important Temporary COVID-19 Spring 2022 MOU Negotiations Update

Dear Colleagues,

On Thursday, 10/7/21, our negotiations team met with the District to discuss a temporary Spring 2022 COVID-19 MOU.

### **Temporary Spring 2022 COVID-19 MOU:**

Given the ongoing reality of a global pandemic, United Faculty asked the District for flexibility for our members for the Spring 2022 semester and for financial compensation; however, to date, the District failed to address the scheduling concerns at Fullerton College appropriately, and they presented a counteroffer that did not provide any logical reasoning to their failure to include financial compensation to cover for the ongoing cost impact from online/remote instruction/assignments and required technology upgrades.

### **Fullerton College Scheduling Concerns:**

- **While the Cypress College administration provided its faculty with flexibility and choice to reflect reasonable accommodations for faculty during a deadly pandemic,** the Fullerton College administration continues pushing to bring about two-thirds of the instruction on-campus without any previously collected data to support this demand. When we inquired about the logic behind the "two-thirds" figure, it became evident that this was an arbitrary number that was pulled out of thin air.
- **We confronted the District about their conflicting messaging to the union leadership and to our members.** In previous meetings, the Vice President of Instruction, Dr. Jose Ramon Nunez, stated to us that the so called "two-thirds mandate" is not a mandate at all; yet, we continue receiving reports from faculty that some deans are making claims to the contrary (and other inaccurate claims about a minimum number of days to be on-campus), then kicking the can to Fullerton College's administration when confronted about the falsehood of these claims.
- **Vice President of Instruction, Dr. Nunez, stated that this is an "aspirational" number that was discussed with the appropriate "constituency groups."** When we inquired about which constituency groups were involved, he refused to provide us with a clear answer. We asked the same question two additional times, and all we got was a clear avoidance to answering this question directly. This lack of transparency is deeply troubling relevant to a decision that involves the health and safety of our members in a public institution of higher education.
- **The Assistant Vice Chancellor of Human Resources, Julie Kossick, correctly stated that Articles 4.2.1 and 4.2.2 in our CBA explicitly state that scheduling is done through collaboration between our members and the Immediate Management Supervisor,** and that she is concerned about any contractual violations by some deans at Fullerton College; therefore, we are asking our members to email us if they believe that their dean is violating the contract relevant to Article 4 (see attached document to review Article 4.2.1 and 4.2.2). We are documenting possible contract violations relevant to this article so that we can address it appropriately with the District. Please use your private email to contact us at (ufnorthorange@gmail.com). We will remove any identifying information when we communicate these concerns with the District.

In Solidarity,

Mohammad M. Abdel Haq, M.A.

UF Lead Negotiator

*"Power concedes nothing without a demand. It never did and it never will"* - Frederick Douglass