

UF Rights and Information

November 18, 2024

Dear Colleagues,

I've attached the latest United Faculty "Did You Know?" with information about "Success, Scheduling, and Supervisors."

If you have any questions, please send me an email at cdiepuf@gmail.com.

In Unity!

Christie

Christie Diep
President, United Faculty

Did You Know?

November 2024

Knowledge Is Power: Success, Scheduling, and Supervisors

Success: Our Work Tells the Story of Our Union Strength.

Since March 2020, United Faculty has achieved the following:

1. \$5,000 COVID MOU stipends
2. \$16,000 one-time bonuses
3. 26.85% salary increases
4. Lecture/lab parity—so far 635 lab courses designated as Extensive Lab for parity
5. \$18,174.00 for family medical
6. 30% increase to overload pay
7. 15% increase to intersession (summer and winter) pay
8. \$15,000 potential from OER, ZTC, POER MOU
9. Flexible scheduling enshrined in our contract
10. Article 7: Librarians workload language finally corrected after 10+ years

Scheduling: Our New Contract Protects and Clarifies Our Scheduling Rights.

Scheduling for Fall and Spring

Article 4.2 has not changed. Collaboration between the individual faculty member and the Immediate Management Supervisor (dean) must still take place. Intersession and overload still have their own scheduling processes.

Scheduling Intersession: Winter and Summer

Article 10 continues to enforce collaboration between the faculty member and management. Faculty members still provide their dean with their request in preferential order and the dean must still use the faculty requests as the basis for the schedule.

Flexible Scheduling

Flexible scheduling is a huge gain that many surrounding districts do not have. We have enshrined in our contract the right to schedule our workloads with remote flexibility, including teaching and office hours.

Supervisors: CA Law is Clear--Faculty Are Not Supervisors.

CA law is very clear about the difference between community college faculty and management. This distinction is critical because faculty have collective bargaining rights, while management does not. Government Code 3543.4 clearly states that management cannot be in the faculty bargaining unit. Under CA law, faculty collective bargaining rights are legally protected, and UF wants to be sure that no member is being expected to do work beyond their scope. Therefore, no one should be asked by any manager to do supervisory work. **Tenured faculty do not have any authority over their tenured colleagues in any way**, including scheduling, evaluations, and discipline. If a manager is asking you to do their job, just say "No." They are asking you to be a supervisor—a move that is illegal and that puts you in a compromised position.

Beware of management attempting to have faculty do management work!

The new inclusion of the legal definition of “faculty” in our contract Article 2.16 reinforces this fact per the following codes:

UF CBA Article 2.16

"Faculty" or "Faculty Member" means those employees of a community college district who are employed in positions that are not designated as supervisory or management per Title 5, Article 2, § 53200 (a) (see also "Unit Member").

Title 5, Article 2, § 53200.

(a) "Faculty" means those employees of a community college district who are employed in positions that are not designated as supervisory or management for the purposes of Article 5 (commencing with Section 3540) of Chapter 10.7 of Division 4 of Title 1 of the Government Code, and for which minimum qualifications for hire are specified by the Board of Governors

Government Code 3540.1

(m) "Supervisory employee" means an employee, regardless of job description, having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend that action, if, in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

We Are Off Contract During Winter and Summer Break.

UF has received member inquiries about deans expecting faculty to work during winter and summer break. Although faculty may opt to assume classes during winter and summer intersession, we are still off our regular contract and cannot be ordered to attend meetings, perform committee work, or any other duties, aside from ensuring that final grades have been properly submitted and classes are prepared for the next semester.

Do You Have Questions about Your Contractual Rights?

Contact United Faculty President Christie Diep at cdiepuf@gmail.com.
Much more information is available on our website, including our current contract:
ufnorthorange.com.

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