

UF TA Summary and Voting Information

October 7, 2024

Dear Colleagues,

As many of you are aware, after nearly eight months of negotiations, the District imposed their “Last, Best, and Final” (LBF) offer to United Faculty on May 16, 2024, leading to an impasse. After two days and twenty-two hours with the State appointed mediator, United Faculty and the District reached a “Tentative Agreement” (TA) at approximately 11:45 pm on Wednesday, October 2, 2024.

The gains included in this TA represent meaningful progress that is critical for all of us, especially our current scheduling flexibility that the District fought to eliminate.

Our Flexible Scheduling MOU expires on June 30, 2025. Upon ratification of this TA, our MOU flexible scheduling will become enshrined as our contractual rights in our CBA. This means that our flexible workload scheduling will now be securely protected as contractual rights (see below).

UF also secured dependent medical coverage increases to the 2025 Kaiser rates, and significant increases to the overload pay and intersession pay schedules that we have been working to achieve for many years (see attached chart and examples below).

Voting will begin tomorrow, October 8, at 8:00 am and will close on Sunday, October 13, at 5:00 pm. Members will vote on the TA in its entirety. Please check your non-campus email that you regularly use for Simply Voting.

Please note that the TA will not be attached to your Simply Voting ballot. The signed TA is attached to this email and will also be available on our UF website at ufnorthorange.com. Below is a detailed summary of the TA.

1. Flexible Scheduling—Working Conditions:

A primary concern for United Faculty is the fact that our flexible scheduling MOU is set to expire on June 30, 2025, which made this a critical issue to address. **The District's demand was for faculty to return to working on campus three to four days per week, including commuting to campus merely to perform remote work from our offices. This is already happening to colleagues in our surrounding districts.**

Without contract language, the District would have the right after June 30, 2025, to enforce their demand to eliminate our flexible scheduling.

Upon TA ratification, the following language becomes enshrined in our CBA for all scheduling going forward:

22.7.1 Instructional faculty who are scheduled to teach 60% - 79% in the distance education modality will be required to be on campus a minimum of two days a week.

22.7.2 Instructional Faculty who are scheduled to teach 80% or more in Distance Education (DE) Modalities, as recorded on their Staff Assignment Sheet (SAS), are required to be on campus a minimum of one day each week per semester as indicated on their SAS.

22.7.3 Librarian faculty are required to be on campus a minimum of two days per week and sixteen (16) hours per week.

22.7.4 Counseling faculty may schedule up to sixty percent (60%) of their required annual workload remotely. Counselor's schedules will meet student demands and comply with the collective bargaining agreement Scheduling Article 4 and Counselor Workload Article 6. The total annual hours stated in Article 6 shall remain 1,245 hours annually.

2. Overload Pay and Intersession Pay Increases:

Significant increases to overload and intersession pay. Our compensation in these areas has been far behind our comparable districts, and our UF negotiating team has worked hard to secure these important monetary gains that move us forward.

The current overload pay schedule and current intersession (summer and winter) pay schedule have been merged into one schedule, effective December 1, 2024.

For intersession there is an approximate 15% increase, and for overload the increase is much higher because of the shift to a combined single schedule. See attached chart included in the TA and the examples below.

As a reminder, faculty have the contractual right to teach a maximum of 10 units overload each semester and 10 units during each intersession (summer and winter).

Overload Examples:

a. **Class C Step 13 = increase of \$357.95 per each unit taught.**

Increases from current \$1321.08 per unit taught to \$1679.03 per unit taught.

b. **Class D Step 17 = increase of \$396.87 per each unit taught.**

Increases from current \$1384.02 per unit taught to \$1780.89 per unit taught.

c. **Class E Step 22 = increase of \$532.60 per each unit taught.**

Increases from current \$1384.02 per unit taught to \$1907.62 per unit taught.

d. **Class F Step 27 = increase of \$580.60 per each unit taught.**

Increases from current \$1449.62 per unit taught to \$2030.22 per unit taught.

Intersession Examples:

a. **Class C Step 13 = increase of \$219.00 per each unit taught.**

Increases from current \$1460.03 per unit taught to \$1679.03 per unit taught.

b. **Class D Step 17 = increase of \$232.29 per each unit taught.**

Increases from current \$1548.60 per unit taught to \$1780.89 per unit taught.

c. **Class E Step 22 = increase of \$248.82 per each unit taught.**

Increases from current \$1658.80 per unit taught to \$1907.62 per unit taught.

d. **Class F Step 27 = increase of \$264.81 per each unit taught.**

Increases from current \$1765.41 per unit taught to \$2030.22 per unit taught.

3. District Medical Contributions to Match Kaiser Rates for 2025:

Effective January 1, 2025, the District contribution will increase from \$9795.22 to \$11,359.32 annually for +1 dependent.

Effective January 1, 2025, the District contribution will increase from \$15,671.88 to \$18,174.84 annually for +2 or more family plan.

4. Salary Provisions:

1.5% salary increase for the fiscal year 2024-2025, effective January 2025.

Additional salary increases of 0.25% for each fiscal year 2025-2026 and 2026-2027, with a contingency for potential increases based on excess revenue.

Please refer to the attached worksheet for examples on how this may be achieved.

One-time payment of \$1,000 to unit members to be paid no later than 60 days after ratification and Board approval.

5. Article 7 - Librarian Faculty Workload: (UF Opened Article)

Defines workload as 177 days per academic year, 35 assigned hours, 5 other professional activities totaling a 40-hour work week.

6. Article 10 - Intersession Assignment: (District Opened Article)

Language Additions:

The intent of this article is to implement intersession scheduling that is flexible and responsive to student needs and demand.

The Immediate Management Supervisor (IMS) shall determine department intersession schedules in accordance with the provisions of Article 10 and 12.

Unit Members will schedule one office hour per week during intersession instruction. Office hours will match the modality of the course. Office hours will be compensated at the intersession hourly lecture rate (step 1 class B).

7. **Article 15 - Transfers:** (District Opened Article)

Changed Involuntary Transfer to Administrator Transfer.
Changes to the procedures and terms of an Administrator Transfer.

Voluntary Transfer language - The committee shall make a recommendation to the President. The decision of the President shall be final.

8. **Article 16 – Dept Coordinator Reassigned Time Compensation and Duties:** (UF Opened Article)

MOU to create a Districtwide committee to identify and recommend changes to be negotiated.

9. **Article 17 – Evaluation of Probationary Tenure-Track Unit Member:** (District Opened Article)

MOU to negotiate terms of evaluation language for DEIA standards.

10. **Article 18 – Evaluation of Tenured Unit Member:** (District Opened Article)

MOU to negotiate terms of evaluation language for DEIA standards.

11. **Article 30 - Emergency Situations:** (UF New Article)

In extended emergency situations, the District will meet and negotiate the impact on wages, hours, and working conditions to establish safety protocols related to the return to work, as requested by UF.

Clean-up language in the following articles:

Article 2 – Definitions

“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”).

Article 14 – Sabbatical Leave

Unit Members while on sabbatical leave, shall not maintain any assignments or responsibilities within the District.

Article 24 – Grievances

Process to include email notifications instead of hard copy only. Arbitration language clean-up.

Article 29 – Extensive Lab

Required modes of instruction for an Extensive Laboratory shall be “in-person/on campus” or “hybrid.”

Our Collective Strength:

While this marked our third impasse in four years, it’s also an opportunity to reflect on the significant gains we’ve secured during this time. These achievements have come from our collective hard work, solidarity, and unwavering support from our members and CTA.

CBA and Monetary Gains since 2020:

1. 25.35% on schedule raises.
2. \$15,000 one-time off schedule bonuses.
3. \$5000 Covid MOUs.
4. District paid medical at Kaiser rate for + 1 and + 2 or more dependents.
5. Lecture/Lab parity.

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Thank you all for your consistent support and strength that makes us United Faculty.

Together We Rise!

In Unity,

Jeremy Peters—UF Lead Negotiator

Christie Diep—UF President