



[External Sender] District Unilateral Change to Intersession Office Hours--Contract Violation

From Christie Diep <cdiep@cypresscollege.edu>

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To all.ft.faculty@nocccd.edu <all.ft.faculty@nocccd.edu>

Cc Byron D. Clift Breland <bbreland@nocccd.edu>; Irma Ramos <iramos@nocccd.edu>

Dear Colleagues,

This message is to inform you that the communication distributed by Human Resources on June 9, 2025, at 6:37 p.m., constitutes a unilateral change to the Collective Bargaining Agreement (CBA) between United Faculty and the District regarding intersession office hours.

The District's directive that intersession office hours must be listed on a staff assignment sheet and conducted synchronously via Zoom or similar platforms is not found in Article 10.3.3 of our CBA. This requirement was neither negotiated with United Faculty nor mutually agreed upon, and as such, constitutes a violation of the contract and of the District's obligation to meet and confer in good faith under the Educational Employment Relations Act (EERA), Government Code § 3540 et seq.

To be clear, our current contract language in Article 10.3.3 states:

“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 (Class B, Step 1).”

Your intersession office hour can be conducted in real time via email in Canvas in alignment with our contract language.

Your designated intersession office hour should be listed on your syllabus (syllabi) with the real time modality designation of your choice.

United Faculty has formally demanded that the District retract their communication and cease all efforts to impose non-negotiated changes to working conditions. We are actively monitoring this situation and will take additional action if necessary to protect your rights under the contract and the Educational Employment Relations Act (EERA), including PERB regulations.

Please continue to adhere to the terms of our CBA as written. If you experience any pressure or interference in exercising your contractual rights, please document the incident and notify United Faculty immediately.

In solidarity,

Jeremy Peters

United Faculty, Lead Negotiator



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