

**TENTATIVE AGREEMENT BETWEEN  
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
ADJUNCT FACULTY UNITED AFT/CFT  
January 14, 2019**

This Tentative Agreement is entered into by and between the North Orange County Community College District (“NOCCCD”) and Adjunct Faculty United AFT/CFT (“Adjunct Faculty”). NOCCCD and Adjunct Faculty may be referred to herein as “Party” or collectively as “Parties.”

Any issue, subject, or matter discussed by the District and the Adjunct Faculty Association during negotiations over the 2017-2018, 2018-2019, and 2019-2020 bargaining proposals not contained in this document shall be considered withdrawn by the party presenting it.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 Parties hereto agree as follows:

**Term**

This Agreement shall cover the 2017-2018, 2018-2019 and 2019-2020 academic years, and shall terminate June 30, 2020.

1. The Agreement of July 1, 2017 – June 30, 2020, shall be extended in its entirety until June 30, 2020, except as expressed and modified herein.
2. Negotiations for the 2017-2018 and 2018-2019 academic years are closed.
3. Negotiations for the 2019-2020 academic year are closed as to economic issues, subject to the non-economic reopeners set forth in Section 1.2.1 of this agreement.

**Article 1: Agreement**

Article 1: AGREEMENT shall remain unchanged except for the following amendment(s):

- 1.1.2 The provisions of this agreement shall be effective upon full ratification of this tentative agreement, except as specially provided otherwise in this Agreement, and shall continue in full force and effect for a term of three years.
- 1.2.1 During the term of this Agreement, the Union and the District shall have the right to reopen this Agreement in the 2019-2020 academic year regarding non-economic issues limited to up to two articles each. In the event either party desires to negotiate reopeners as provided herein, such party shall serve upon the other by October 15<sup>th</sup> of each year, a written request to commence negotiations and an initial written proposal for such reopeners.

## **Article 3: Union Rights**

Article 3: UNION RIGHTS shall remain unchanged except for the following amendment(s):

3.1.1 The Union shall have the right to use institutional bulletin boards, ~~and~~ mailboxes, and campus email, subject to reasonable regulation by the District, for the routine posting or transmission of information or notices concerning union matters. The District email is for official business use only and shall not be used for the transmission of any derogatory or slanderous comments. The District will provide the union with an official mailbox at each college. District and campus mail systems and other District means of communication shall not be used for the distribution of political materials.

3.1.3 Use of or access to institutional bulletin boards, mailboxes, campus email, facilities and equipment by the Union shall not interfere with or interrupt District/campus operations, classroom activities, or the scheduled duties of employees. District supplies and materials shall not be used for organizational purposes. In cases of use or access that will result in costs to the District, the union shall make arrangements for reimbursement to the District prior to such use or access.

### **3.2 Information to Adjunct Faculty United**

3.2.5 Once each regular semester, if requested by the Union, the District will, within thirty (30) working days of such request, furnish the Union with a report of the last evaluation date of active Unit Members.

### **3.3 Compensation for Union Business (May use half of the increase during 18/19)**

3.3.1 In satisfaction of the requirements of Chapter 10.7 of the Government Code, during the regular semester/trimester and scheduled instructional intersessions, the District shall provide a cumulative total of not more than ~~five hundred twenty-five (525)~~ six hundred fifty (650) hours of compensation each academic year to such Unit Members as may be designated by the Union for the purposes of meeting and negotiating hourly rate on the Adjunct Faculty Salary Schedule.

## **Article 6: Assignment and Scheduling**

Status quo.

## **Article 7: Working Conditions**

Article 7: WORKING CONDITIONS shall remain unchanged except for the following amendment(s):

7.8.2.10 Participation in, preparation for, or presentation of ~~staff~~ District-sponsored Professional Development/orientation activities.

7.8.3 Unit Members serving on Academic Senate, District Consultation Council, Technology Coordinating Council, ~~and~~ Council on Budget and Facilities; and District Enrollment Management Advisory Committee shall be compensated for their service on these committees as outlined below and shall not serve on more than one committee per semester.

7.8.3.5 The Unit Member shall be compensated for attending District Enrollment Management Advisory Committee not to exceed two hours of pay per month at their regular rate, except Credit Instructors at the lab rate.

## **Article 9: Evaluation**

Article 9: EVALUATION shall remain unchanged except for the following amendment(s):

9.4.5 The assessment of the Immediate Management Supervisor or designee and a summary of the results of the student evaluations shall be recorded on the appropriate performance evaluation form.

9.4.6 The Unit Member shall be sent the completed performance evaluation no later than 14 calendar days after the end of semester/trimester. If the Unit Member has returned the form, in compliance with section 9.4.1.4, indicating the Unit Member's current mailing address, the completed performance evaluation form will be sent to the Unit Member for review, by U.S. mail to the mailing address specified.

## **Article 11: Salary**

Article 11: SALARY shall remain unchanged except for the following amendment(s):

An across the board salary increase of seven point five six percent (7.56%) to be applied to Adjunct Faculty salary schedule A and B effective Fall Semester 2019 and schedule C effective Fall 2019 Trimester.

An off-schedule one-time lump sum payment in the amount of \$1,000.00 to be paid on or before July 1, 2019, to all unit members in paid status as of November 2018.

### 11.2.4 Salary Step Advancement

Effective Fall 2019, salary step advancement will automatically be applied for unit members who meet the following criteria:

11.2.4.1 Salary step progression on Schedule A shall be based exclusively upon service with the District, with eligibility for step advancement after ~~either of the following:~~

~~11.2.4.1.1 Eighteen (18) lecture hour equivalent units of credit instruction at the previous step. These units must be for service performed during regular semesters.~~

11.2.4.1.2 ~~Three (3)~~ four (4) regular semesters of credit instruction at the previous step. One (1) semester of service ~~shall require~~ is defined as the teaching of at least one full semester course or its equivalent.

11.2.4.2 Salary step progression on Schedule B shall be based exclusively upon service with the District, with eligibility for step advancement after ~~either of the following:~~

~~11.2.4.2.1 Three hundred fifteen (315) hours of counseling or librarian service at the previous step. These hours must be for service performed during regular semesters.~~

11.2.4.2.2 ~~Three (3)~~ four (4) regular semesters of counseling or librarian service at the previous step. One (1) semester of service ~~shall require the performance of at least fifty three (53) hours of service~~ is defined as the completion of the assignment for the semester.

11.2.4.3 Service during any summer session or intersession, or service in substitute or "as needed" assignments shall not be applied toward eligibility for salary step advancement.

11.2.4.4 The salary step advancement will be applied at the beginning of the next regular semester after the eligibility requirements have been met.

~~11.2.4.4 Salary step advancement shall be authorized after the Unit Member has filed a request for such advancement, on a form provided by the District, and has satisfied the advancement criteria specified above. The request must be submitted to the District Office of Human Resources on or before the second Friday in August of the academic year for which the salary step advancement is requested to become effective and must be approved by the Vice Chancellor of Human Resources or designee. Salary step adjustments will not be made during the academic year.~~

### 11.3.2 Salary Advancement

11.3.2.2 Effective Fall 2019, salary step advancement will automatically be applied for unit members who meet the following criteria:

11.3.2.2.1 Salary step progression on Schedule C shall be based exclusively upon service with the District, with eligibility for step advancement after six (6) regular trimesters of noncredit teaching service at the previous

step. One trimester of service ~~shall require teaching for the full duration of a trimester, regardless of the number of hours per week.~~ is defined as the completion of the assignment for the trimester.

~~11.3.2.3~~

~~11.3.2.2.2~~ Service during any summer session or intersession, or service in substitute or “as needed” assignments shall not be applied toward eligibility for salary step advancement.

~~11.3.2.3~~

~~11.3.2.2.3~~ The salary step advancement will be applied at the beginning of the next regular trimester after the eligibility requirements have been met.

~~11.3.3.4~~ ~~Salary step advancement shall be authorized after the Unit Member has filed a request for such advancement, on a form provided by the District, and has satisfied the advancement criteria specified above. The request must be submitted to the District Office of Human Resources on or before the second Friday in August of the academic year for which the salary step advancement is requested to become effective and must be approved by the Vice Chancellor of Human Resources or designee. Salary step adjustments will not be made during the semester year.~~

## **Article 16: Grievance Procedure**

Article 16: GRIEVANCE PROCEDURE shall remain unchanged except for the following amendment(s):

- 16.7.1 Filing of a grievance or a grievance appeal by a grievant or by the Union, or filing of notice by the Union of its intent to proceed to arbitration, shall be by personal delivery, email, or by certified mail to the Vice Chancellor of Human Resources.
- 16.7.2 Filing of a grievance decision or a grievance appeal decision by the District to a grievant or to the Union shall be by personal delivery, email, or by certified mail.
- 16.7.3 Filing shall not be permitted by regular mail, interoffice mail, campus mail, ~~facsimile or electronic transmission~~, unless otherwise agreed by the parties.

## **Article 18: Nondiscrimination**

Article 18: NONDISCRIMINATION shall remain unchanged except for the following amendment(s):

- 18.1 No unit member shall be discriminated against on the basis of any protected category as listed in NOCCCD Board Policy and Administrative Procedure 3410 – Unlawful Discrimination. The District and the Union agree not to discriminate against any Unit Member on the basis of race, national origin, religion, marital

~~status, sexual orientation, membership in the Union, and to the extent prohibited by law, no Unit Member shall be discriminated against because of age, sex, or disability.~~

BP 3410 and AP 3410 are located on the District website. The link is provided below. Scroll down to the Board Policy and Administrative Procedure for the full text.

<http://www.nocccd.edu/policies-and-procedures>

18.2 The District and the Union agree that these issues are best adjudicated ~~in~~ by the appropriate state and federal ~~tribunals~~ agencies, and therefore, it is the expressed intent of the parties that any dispute or claim arising under this Article shall be specifically excluded from the grievance procedure as provided in this Agreement.

### **Article 20: State Teachers Retirement System (STRS)**

Article 20: STATE TEACHERS RETIREMENT SYSTEM (STRS) shall remain unchanged except for the following amendment(s):

#### 20.4 CalSTRS

The information in this article is provided for information purposes only. For questions or further information about CalSTRS and your membership type (Classic or PEPRA-Public Employees' Pension Reform Act) contact CalSTRS directly at:

<http://www.calstrs.com/>

Phone: 800-228-5453 or 916-414-1099 Fax: 916-414-5040

Mail: P. O. Box 15275 Sacramento, CA 95851-0275

### APPENDIX B

B-1 Student Evaluation Form – Instructor (see attached)

B-4 Adjunct Faculty Performance Evaluation Form – Instructor (see attached)

### Joint Committee

The parties shall establish a joint committee of three members each, to work together, in an attempt, to obtain the reemployment preference goal of up to 60 to 67 percent as set forth in SB 1379. The committee would commence as soon as practicable after ratification of this Tentative Agreement and Bonnie Castrey will be the facilitator for the committee. The parties agree to share her costs equally.

NORTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

ADJUNCT FACULTY UNITED AFT/CFT

Ramos  
Date: 1/14/19

Kent Steverson  
Date: 01/14/2019