

NCCFT CONTRACT SUMMARY
September 1, 2020

A. Duration: Two Years - September 1, 2020 through August 31, 2022

B. Health Insurance: No change to coverage or contribution

C. Salary:

- **2020 – 2021 Contract Year:** One percent (1%) plus one half (1/2) step increment
- **2021 – 2022 Contract Year:** One percent (1%) plus one half (1/2) step increment

D. Attendance Reporting: Effective next academic year (i.e., as of September 1, 2020), all faculty members shall be required to use the new electronic system for attendance reporting purposes.

E. Sick Leave/Absences: Section 27-1 of the parties' labor contract shall be amended as follows:

The following medical verification process shall apply when:

- a) a unit member's utilization of sick leave has demonstrated a pattern of abuse over time, and such unit member has requested the use of additional sick/supplemental/ and/or catastrophic leave provided for in Sections 24, 25 and 26; or
- b) ~~a unit member has at least twenty (20) consecutive absences due to illness~~ a unit member has at least five (5) consecutive absences due to illness.

F. Classroom Observations: All scheduled classroom observations of faculty members, which are conducted while the College is modifying instruction due to the pandemic will take place remotely with advance notice to the faculty member provided that the faculty member is providing remote instruction. However, if the College administration has a documented reason to believe a faculty member's performance delivering remote instruction may not be satisfactory – as defined by the department's evaluation criteria – then, once the Department Chair has been notified and given the opportunity to address those concerns and appropriate time to correct any issues, the administration may administer unannounced remote observations. The College employee conducting said observation (consistent with Section 18-4 of the NCCFT contract) shall notify the faculty member of his/her presence. The foregoing agreement with respect to classroom observations shall not be added to the contract but shall survive execution of this Memorandum of Agreement. The termination of the pandemic will be determined based upon the Centers for Disease Control and Prevention ("CDC") declaration. A violation of

the terms of this provision shall be subject to the grievance procedure set forth in the NCCFT CBA. This provision regarding classroom observations shall sunset effective August 31, 2022.

G. Committee for Promotional Protocol – Section 58: A committee of six (6) co-chaired by a member of the Administration, designated by the President of the College, and a member of the NCCFT unit, designated by the President of the NCCFT, comprised of two additional committee members appointed by the College and two additional committee members appointed by the President of the NCCFT, shall be created as soon as is practicable following both parties' ratification of this Memorandum of Agreement. The Committee shall be charged with reviewing and making recommendations regarding the establishment of promotional protocols for the promotion of professional faculty from T3 to T4 and from P4 to P5. Committee work concludes by May 31, 2021, unless further extended by the agreement of the President of the College and the President of the NCCFT..

H. Committee for LINCC Program: A committee of four (4) co-chaired by a member of the Administration, designated by the President of the College, and a member of the NCCFT unit, designated by the President of the NCCFT, comprised of one additional committee member appointed by the College and one additional committee member appointed by the President of the NCCFT, shall be created as soon as is practicable following both parties' ratification of this Memorandum of Agreement. The Committee shall be established to assess the LINCC program, including how it was developed over time and its relationship to the core mission of the College. Based on that assessment, the Committee will make recommendations about the future of ESL instruction at the College. Committee work concludes by May 31, 2021, unless further extended by the agreement of the President of the College and the President of the NCCFT.

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What Happened At The Table – NCCFT Negotiations Summer 2020

Prior To The Resumption of Negotiations in June

The College's Position	Result
After negotiations were postponed in March because of the campus shutdown, the Board of Trustees wanted to postpone all negotiations until the fall semester.	We fought to begin negotiations in June and succeeded.

Items That Were Negotiated That Do Not Appear In The MOA

The College's Position	Result
Move any discussion of reassigned time for the Academic Senate Executive Committee into contract negotiations, which (as per the above) the administration originally did not intend to begin until the fall.	We protected the ASEC's reassigned time for the 2020-2021 academic year with a separate MOA. Otherwise, the ASEC might not have had any reassigned time at all.
Remove the chairs from the bargaining unit	We successfully fought this and got it removed from these negotiations.
Eliminate all half-year sabbaticals; eliminate all sabbaticals, including full-year, for LINCC.	We successfully fought this and got it removed from these negotiations.
Eliminate the English Department's Seminar Hours	We successfully fought this and got it removed from these negotiations.
Citing the budget deficit and declining enrollment, the administration kept delaying the reappointment of faculty on probationary lines	We fought for the maintenance of all probationary lines, the reappointment of all faculty in those lines, and the timely notification of those reappointments.
Citing the budget deficit and declining enrollment, they let us know that all money issues—salary and benefits (which would include health insurance)—were up for discussion	We successfully directed negotiations away from a discussion of health care, maintaining our health benefits as is for the next two years.
Citing the budget deficit and declining enrollment, non-renewal of 16 temp lines	In a separate side letter, we protected 13 lines for the 2020-2021 academic year and negotiated language that will compel the college to negotiate the status of temp lines for 2021-2022. (In other words, they cannot simply choose not to renew those lines without negotiations.)

The Items That Are In The MOA Before You

The College's Position	Result
Citing the budget deficit and declining enrollment, the college offered zero steps and percentage increases for two years.	We fought for and successfully negotiated a ½ step and 1% increase in each year of this two year agreement.
Revise Section 27-1(b) to read “a unit member has at least three (3) consecutive absences due to illness.” (The expired CBA has 20 absences.)	We fought for and successfully negotiated five (5) days.
Establish mandatory observations of tenured faculty every two years & permit administrators “with concerns” to conduct unannounced observations of faculty teaching remotely.	We successfully fought this, got it removed from the negotiating table, and negotiated instead the language in the MOA, which protects faculty teaching remotely from potentially invasive observations by administrators.
The county informed the college that it would not approve a contract that failed to include the digital attendance reporting system that has been approved for county-wide adoption.	We said we would not agree to this without a formal presentation demonstrating that this new system reflected in digital format essentially the same processes we follow now. After that presentation, we were satisfied that this is the case.
Citing the budget deficit and declining enrollment, the administration resisted any discussion of LINCC beyond the aforementioned elimination of sabbaticals.	We successfully negotiated the language that is in the MOA, creating a committee to “make recommendations about the future of ESL instruction at the college,” which will allow us to advocate for LINCC faculty within a formal framework established by negotiations.
Citing the budget deficit and declining enrollment, refused to discuss promotional paths for T3 and P4.	We successfully negotiated the establishment of a committee to make recommendations for establishing promotional paths from T3-T4 and from P4-P5.