

Tentative Agreement Regarding Assignment of Classes and Resolution of
Issues Related to the ACA for
Academic Year 2013 to 2014

I. Understanding of the parties:

- A.** This agreement is the result of expectations regarding ACA requirements.
- B.** Adjuncts who have taught in excess of 27 LHEs during this time period will be adversely affected if their hours are cut without sufficient notice.
- C.** It is in the best interest of both OCC and the affected adjuncts to have some adjuncts continue to teach in excess of 27 LHEs and less than 33 LHEs in an academic year.

II. Resolution of the Issues Created by the ACA:

- A.** All adjuncts whom the administration has identified as having taught/or completed other work valued in excess of 27 LHEs in the Summer of 2012, Fall of 2012 and Spring of 2013 shall be offered a position that will allow said adjuncts to continue to teach at this level for the 2013-2014 academic year. These individuals will be offered health care that will be the same as that offered by OCC to other employees. The employee's share of said health care shall be 25% of an individual health care plan and 33% of the family plan.
- B.** The administration will notify all adjuncts that they may identify themselves as having worked at the level described in paragraph II.A. Upon verification that these adjuncts have worked at this level, then these adjuncts will be offered the position described in paragraph II.A.
- C.** The position may be called "Affiliated Adjunct Lecturer." This position is temporary in nature and requires that the "Affiliated Adjunct Lecturer" make three important commitments:
 - 1.** The adjunct will teach 27.1-33 hours per academic year. It is expected that the workload would be 12 LHEs in the Fall, 12 LHEs Spring and 6 to 9 LHEs in the summer. Nursing faculty will have 35 combined clock hours per week (lecture and clinical).
 - 2.** The adjunct will commit to teach during the summer, if requested to do so.
 - 3.** The adjunct will attend department and Division Meetings and will not receive additional compensation for such work. These adjuncts may participate on committees without additional compensation.

III. Future

It is understood and agreed upon that this Tentative Agreement is made with the understanding that:

- A. This agreement will facilitate the assignment of Fall 2013 classes to all adjuncts.
- B. That monies used to pay for this health care plan will not be considered in the process of negotiating compensation in the new contract.
- C. For the duration of the contract, the "Affiliated Adjunct Lecturers" will be based upon a percentage of the total number of adjunct and part-time instructors. The percentage will be approximate and not exact. However, it is agreed that the number of positions going forward will be no less than the greater of 60 or 9% of the total number of adjunct and part-time instructors. The census date will be the end of the prior fall semester. Each year the administration reserves the right to choose individuals from outside the current pool of adjuncts. These appointed individuals will be in excess of the base of 60 adjuncts.
- D. After the first year, adjuncts will be chosen for these "Affiliated Adjunct Lecturers" using a process agreed upon by both the AFA and the Administration. This process will be incorporated into the contract.

AGREED UPON THIS 14th DAY OF MAY, 2013.
