

1 **Definitions**

2 For purposes of this article only, the following terms shall be defined as follows:

3 **Work Day**

4 Is the period of assigned time which shall occur within the range of 6:30 a.m. to 10:30 p.m. except for  
5 athletic events and/or field trips, Nursing instructional program and Student Government Advisor.

6 **Work Week**

7 Shall consist of forty (40) hours, including assigned time and unscheduled time, from Monday through  
8 Sunday.

9 **Assigned Time – Instructional Faculty**

10 Is time which includes lecture hours, laboratory hours, office hours, and other assignments. Full-time  
11 faculty are required to have not less than twenty-two (22) hours of assigned time per week.

12 **Assigned Time – Special Services Faculty – Librarians and Coordinators (as defined in  
13 Section 14.1)**

14 Is time which includes services and activities related to assignment. Special Services faculty are required to  
15 have not less than thirty-five (35) hours of assigned time per week.

16 **Assigned Time – Special Services Faculty – Counselors and Learning Disability  
17 Specialists**

18 Is time, which includes services and activities, related to assignment. These special services faculty are  
19 required to have not less than thirty (30) hours of assigned time per week.

20 **Unit**

21 Is that amount of credit received by the student.

22 **Loading Unit**

23 Is the equivalent value a faculty member receives for a lecture and/or laboratory hour.

24 **Primary Work Site**

25 Is the location of the majority (51% or more) of the faculty member's assigned time for the semester.

26 **Appropriate Educational Administrator (AEA)**

27 For example, one of the following: Vice President; Executive Dean; Dean; Associate Dean.

28 **Professional Time – Instructional Faculty**

29 Includes not less than eighteen (18) hours per week of classroom preparation and professional activities  
30 such as, but not limited to, grading, departmental staff meetings, recordkeeping, course development,  
31 program development, and committee participation.

32

1 **Professional Time – Special Services Faculty – Librarians and Coordinators (as defined**  
2 **in Section 14.1)**

3 Includes not less than five (5) hours per week of professional activities such as, but not limited to  
4 recordkeeping, program development, and committee participation.

5 **Professional Time – Special Services Faculty – Counselors and Learning Disability**  
6 **Specialists**

7 Includes not less than ten (10) hours per week of professional activities as follows:

- 8 a) Mandatory meetings: two (2) hours per week of Common Professional Time (CPT) or two (2)  
9 hours per week of training (CTRRAIN). The total annual mandatory meetings obligation shall  
10 include forty (40) hours of CPT and forty (40) hours of CTRRAIN for a total of eighty (80) hours  
11 per year.
- 12 1. CPT: The purpose of CPT is to provide common, scheduled departmental time to  
13 identify and resolve student issues and concerns; assist in developing or revising  
14 academic policies and procedures; and/or create or improve programs and services.  
15 It may include: direct service-related meetings and work groups, meetings with or  
16 among other counselors, management, classified staff, programs and departments.  
17 CPT shall be scheduled in Microsoft Outlook.
  - 18 2. CTRRAIN provides regular professional development in service training. The annual  
19 schedule will be developed by the AEA in consultation with the designated  
20 Counselor Lead and disseminated to Counselors. CTRRAIN shall be scheduled in  
21 Microsoft Outlook.
- 22 b) Eight (8) hours per week of recordkeeping, professional development, shared governance  
23 activity, committee participation, voluntary and required evaluation actions, hiring  
24 committee activities and meetings, program development, and all other duties not included  
25 in the 30 hours of direct scheduled student contact per week, CPT or CTRRAIN.

1 **GENERAL PROVISIONS**

2 **Minimum/Maximum Class Sizes**

3 This Article does not change the District’s responsibility to establish minimum and maximum class sizes  
4 and to establish work load schedules.

5 **Voluntary Assignments**

6 Faculty members will not be prohibited by this Article from accepting additional assignments or activities  
7 on a voluntary basis. Faculty volunteering for additional courses without pay shall receive the course  
8 hours as part of their non-instruction assigned time.

9 **Elapsed Time between Daily Assignments**

10 The District will provide at least nine (9) hours of consecutive elapsed time between the end of the last  
11 regular contract assignment on one day and the beginning of the first regular contract assignment on the  
12 following day. With the faculty member’s consent, there may be fewer than nine (9) hours of consecutive  
13 elapsed time.

14 **Faculty Loading – Instructional**

15 One (1) lecture hour equals one (1) loading unit.

16 One (1) non-credit CDCP lecture hour equals one (1) loading unit.

17 One (1) laboratory hour equals seven-tenths (.7) of a loading unit.

18 One (1) non-credit CDCP laboratory hour equals seven-tenths (.7) of a loading unit.

19 One (1) adult non-credit hour equals five-tenths (.5) of a loading unit.

20 A full-time yearly work load shall consist of at least thirty (30) loading units.

21 No more than eighteen (18) loading units may be assigned per semester without the consent of the  
22 employee.

23 If the yearly work load exceeds thirty (30) loading units, no additional loading units will be added without  
24 the faculty member’s consent. Additional loading units above thirty (30) shall be compensated at the  
25 appropriate part-time hourly rate.

26 If the yearly work load is less than thirty (30) loading units, additional loading unit may be assigned  
27 without the faculty member’s consent.

28 **Assigned Time – Instructional Faculty**

29 Full-time faculty will maintain a minimum of twenty-two (22) hours per week of assigned time exclusive of  
30 the extra service days.

31 All time shall be assigned and scheduled by the AEA and reflected on the assigned time card.

32 Flex activities must not overlap assigned hours during the regular school year, or any special service days  
33 for which the full-time faculty member is compensated.

1 **Office Hours**

2 Seven (7) office hours per week are required for full-time faculty teaching fifteen (15) lecture hours per  
3 week. Office hours shall be at one-half (1/2) or one hour increments. ***After the first one-half hour  
4 increment the office hour may occur at a fifteen (15) minute increment, however leave taken during  
5 office hours will be taken in 30 minute increments. (As an example a faculty member could have a 45  
6 minute office hour session, however if they were out on leave during that time the leave would be  
7 deducted for one hour.)***

8 Faculty teaching online courses may conduct online office hours based upon a ratio of one (1) online office  
9 hour per three (3) loading units of instruction.

10 A minimum of one (1) office hour per week is required for full-time faculty teaching lecture and/or  
11 laboratory/activity courses where the regular teaching assignment exceeds fifteen (15) hours per week.

12 The maximum number of office hours per week shall not exceed nine (9) hours.

13 **Non-Traditional Schedules**

14 Full-time faculty may submit non-traditional schedules. In the interest of maintaining quality and  
15 standards of educational excellence to the benefit of students, departments and the institution, the AEA  
16 shall receive and review faculty proposals from non-traditional schedules within the following guidelines.

17 Assigned hours configured without regard to minimum hours per day.

18 The non-traditional schedule shall not preclude participation in professional time as defined in this Article.

19 The District and SCFA will review requests that have not received concurrence from the AEA. The District  
20 and the Association agree to conduct an annual review.

21 **ASSIGNED TIME – SPECIAL SERVICES FACULTY**

22 **Assigned Time – Special Services Faculty – Librarians and Coordinators (as defined in**  
23 **Section 14.1)**

24 These special Services faculty shall maintain a scheduled work week of thirty-five (35) hours per week.

25 **Assigned Time – Special Services Faculty – Learning Disability Specialists**

26 These special services faculty shall be assigned and maintain a scheduled workweek of thirty (30) hours  
27 per week of scheduled student contract. Student contact time shall be scheduled by the AEA in the  
28 counseling scheduling system.

29 **Assigned Time – Special Services Faculty – Counselor**

30 These special services faculty shall be assigned and maintain a scheduled workweek of thirty (30) hours  
31 per week of scheduled student contact. Student contract time shall include but is not limited to: face to  
32 face counseling, academic, career, transfer, personal, crisis counseling, phone & email appointment, “live

1 chat,” facilitating or assisting with new student group counseling, on-campus class and program  
2 presentations to current and prospective students, TAG Review, pre-requisite clearances and dismissal  
3 appeal reviews. Student contact time shall be scheduled by the AEA in the counseling scheduling system.

#### 4 **Special Service Faculty Overloads**

5 Full-time Special Services Faculty who teach an overload course shall be paid at the appropriate part-time  
6 hourly rate per Article 9. Full-time Special Services Faculty who counsel as an overload shall be paid at the  
7 appropriate part-time hourly laboratory rate per Article 9.

#### 8 **Review of Counselor Work Schedules**

9 An advisory committee may be formed to review and make recommendations on the annual counselor  
10 work schedule as developed by the AEA. The committee shall be comprised of a member from General  
11 Counseling, a member from another special services unit, and two educational administrators.

#### 12 **Reassignment of Faculty**

13 Reassignments of full-time faculty to special projects (projects limited in duration, as Accreditation Self-  
14 Study Chair, Task Force Chair, Chair for Special Grants) shall be for up to 100% of a full-time load for a  
15 semester or for a full academic year. Such faculty shall be responsible for the same flex and  
16 commencement assignments.

17 A 100% work week for such faculty shall consist of forty (40) hours devoted primarily to the assigned task.  
18 A reassignment of less than 100% shall be pro-rated based on a forty (40) hour work week. The work  
19 week may also include professional activities such as, but not limited to, staff meetings, program  
20 development, and committee participation.

21 Special projects faculty shall not be required to submit a scheduled work week of assigned time, but shall  
22 accrue sick leave at the same rate as instructional and/or special services faculty and shall be subject to the  
23 same provisions for leave except as follows:

24 Sick leave, personal necessity leave, and personal business leave will be reported to the office of the  
25 appropriate educational administrator and taken in accordance with Article 15, Sick Leave, of the Faculty  
26 Agreement. At the end of each fiscal year or at the return of the special projects faculty to regular  
27 instructional or special services duties; total available sick leave will be reported back to the appointee in  
28 terms of days.

#### 29 **Conflicts Arising from Cancellation in Full-time Faculty Schedules**

30 In the event that a conflict arises between a full-time faculty member’s schedule, due to the cancellation  
31 of one or more of such member’s classes, and a part-time faculty members’ seniority rights hereunder, the  
32 parties agree to conduct an informal meeting between the Dean and the other affected parties to attempt  
33 to resolve the conflict within the parameters of the following provisions:

## ARTICLE 16: WORKLOAD

- 1 1. Every effort shall be made to ensure that any displacement by a full-time faculty member of a part-  
2 time faculty member shall occur at the least senior level practicable.
- 3 2. Under no circumstances shall the foregoing objective be interpreted to compel a Full-time faculty  
4 member to waive his/her rights regarding elapsed time between days as stated above or to teach a  
5 class which he/she is not qualified to teach or a class at a location other than the faculty members'  
6 primary work site.
- 7 3. If in the Fall Semester, a full-time faculty members' load does not make, the unused portion of a load  
8 will be assigned to the following Spring Semester.
- 9 4. If in the Spring Semester, a full-time faculty members' load does not make, the unused portion of a  
10 load will be assigned to the following Fall Semester.

### 11 **Limitation of Part-Time Faculty Employment**

12 Part-time faculty employed pursuant to this Article shall not be employed unless all temporary service to  
13 the District does not exceed 65% of the hours considered a full-time assignment for regular employees  
14 having comparable duties in accordance with Education Code Section 87482.5.

### 15 **Part-Time Faculty Seniority Assignments**

16 The work year and assigned time for all part-time instructional and special services faculty shall be  
17 assigned by the AEA in accordance with the above and Article 14, Work Year and Calendar of this  
18 Agreement.

### 19 **General Assignment Provisions**

20 Temporary hourly part-time assignments shall be offered in accordance with the following provisions:

- 21 1. Full-time instructional and special services faculty will have first priority of accepting part-  
22 time temporary assignments as an overload as offered by the AEA.
- 23 2. Emeritus instructional and special services faculty will have second priority of accepting part-  
24 time temporary assignments as offered by the AEA in accordance with the Emeritus Faculty  
25 Article of this Agreement.
- 26 3. Part-time instructional, special services, and physical education faculty will have third  
27 priority of accepting part-time temporary assignments as offered by the AEA in accordance  
28 with this Article. (see also Pattern pg. 16.7 & 16.8)

29 After assignments have been accepted by part-time faculty, full time faculty do not have the right to  
30 bump part-time faculty from assignments for classes that constitute an overload.

### 31 **Compliance with Education Code**

32 Part-time faculty are "temporary employees" in accordance with the California Education Code. Nothing  
33 contained in this section or in any Article of this Agreement places a legal obligation on the District to  
34 provide continuing employment for part-time faculty.

1 **Limitation of Part-Time Faculty Employment**

2 Nothing contained in this section nor in any other Article of this Agreement shall be construed so as to  
3 allow part-time faculty to be assigned a load over the limit permitted for temporary employees in the  
4 Education Code or by District practice.

5 **Determination of Qualifications and Establishment of Seniority List**

6 Minimum qualifications to teach in a discipline are established by the Chancellor’s Office through  
7 collaboration with the Statewide Academic Senate and administered through Personnel. In collaboration  
8 with department faculty, the AEA shall establish and apply criteria for qualification to teach specific  
9 courses or serve in specific service areas within a discipline. A seniority list of part-time faculty and the  
10 courses and/or service areas for which they are qualified shall be available in each division office and  
11 updated yearly.

12 **Assignment of Classes or Services in Accordance to the Seniority List**

13 When assignments are available for part-time faculty, the senior part-time faculty member of that  
14 department or discipline may elect to accept those assignments as offered by the AEA and for which he or  
15 she is qualified, up to the limits of his or her established pattern.

16 The next senior member may then accept his or her initial load, and on down the seniority list.

17 After one round of assignments, if there are classes and/or service assignments remaining, the most senior  
18 part-time faculty may then choose to accept an assignment as offered by the AEA of one or more classes  
19 from those remaining (not to exceed the limits as stated above), then the next most senior, and so on  
20 down to the end of the list again. When all current part-time faculty have been offered classes by the AEA  
21 up to the limits of their current pattern, classes and/or service assignments may be offered to newly hired  
22 part-time faculty. (see also Pattern pg. 16.7 & 16.8)

23 Once a senior part-time faculty member has accepted a class and/or service assignment, cancellation of  
24 that class shall not invest that senior part-time faculty with the right to “take” (“bump”) an already  
25 assigned class from a more junior part-time faculty.

26 **Pattern- Part-Time Instructional Faculty**

27 A part-time instructional faculty member begins to establish a pattern as defined below when they enter  
28 seniority in the seventh semester of teaching. A pattern cannot be established by part-time instructional  
29 faculty members during their first 6 semesters of employment.

30 A pattern for part-time instructional faculty members is established as follows:

31 1. The same load for two consecutive semesters.

32 e.g.: Fall semester = 20%

33 Spring semester = 20%

34

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1 2. A consistent yearly load for two consecutive years, when the load varies from semester to semester.

2 e.g.:            Fall semester            = 20%            Fall semester            = 20%  
3                    Spring semester            = 40%            Spring semester            = 40%

4 Teaching assignments during the summer term are excluded from a pattern.

5 A pattern does not include specific courses or course sections, nor specific meeting days or times.

6 The AEA will make a good faith effort to offer part-time instructors an assignment that fits their availability  
7 and preserves the integrity of their load within the division's scheduling process and when consistent with  
8 sound educational practices. If the AEA is unable to offer an assignment that fits a part-time instructor's  
9 preferred availability, the AEA will offer an assignment to preserve the integrity of the part-time  
10 instructor's load within the division's scheduling process and when consistent with sound educational  
11 practices.

12 A part-time instructional faculty member who has been offered classes according to their pattern and does  
13 not accept part or all of that offer will reset that pattern to the load actually taught.

### 14 **Pattern – Part-Time Special Services Faculty**

15 A part-time special services faculty member begins to establish a pattern as defined below when they  
16 enter seniority in the seventh semester of employment. A pattern cannot be established by special  
17 services part-time faculty members during their first 6 semesters of employment.

18 A pattern is established based on the annual load (not including summer) beginning with the semester  
19 after seniority is established. For example, if a special services faculty member establishes seniority upon  
20 completion of the spring semester, their pattern will be established based on their annual load beginning  
21 the following fall.

22 Once a pattern is established, assignments will be offered to a part-time special services faculty member  
23 according to the "Assignment of Classes or Services in Accordance to the Seniority List" provision. The AEA  
24 will make a good faith effort to offer part-time special services faculty an assignment that fits their  
25 availability and preserves the integrity of their load within the special services scheduling process and  
26 when consistent with sound educational practices. If the AEA is unable to offer an assignment that fits a  
27 part-time special services faculty's preferred availability, the AEA will offer an assignment to preserve the  
28 integrity of their load within the special services scheduling process and when consistent with sound  
29 educational practices.

30 Due to fluctuations that occur in special services, hours actually worked may vary slightly. A part-time  
31 special services faculty member's pattern is maintained so long as the annual load worked is within  $\pm 2\%$   
32 of the pattern. For example, if a part-time special services faculty member has a pattern of 60%, and they  
33 work a load of 58% in a given year, their pattern of 60% stays intact. Similarly, if they work a load of 62%  
34 in a given year, their pattern of 60% stays intact. However, if the annual load worked is not within  $\pm 2\%$  of  
35 the pattern, the pattern will reset to the load actually worked. If a part-time special services faculty  
36 member is offered a load according to their pattern and does not accept part or all of that offer such that  
37 their annual load is not within  $\pm 2\%$  of their pattern, the pattern will reset to the load actually worked. If a



1 part-time special services faculty member’s workload is reduced due to involuntary reductions initiated by  
2 the District, the “Involuntary Reductions” provision will apply.

3 A pattern does not include specific days, times, or modalities.

4 Assignments during the summer term are excluded from pattern.

### 5 **Involuntary Reductions**

6 Any part-time faculty of any category whose workload is reduced due to involuntary reductions initiated  
7 by the District shall have their load reinstated in following semester for which appropriate load is available  
8 for that faculty member to their prior level. Such reinstatements will be by seniority and will go round by  
9 round until the available loads are assigned.

### 10 **Authorized Breaks in Service**

11 Part-time faculty may be granted up to one year of leave within a six year period without loss of seniority,  
12 progress toward seniority or change in pattern. The break in service may be either partial (reduced load)  
13 or full (no load). Additional leave requests may be authorized by the AEA. A request for such  
14 authorization must be submitted in writing by the faculty member and approved in writing by the AEA.

### 15 **Non-Loaded Assignments**

16 Part-time faculty members with a load 20% or more below the maximum allowed for a part-time faculty  
17 member by the Education Code may accept assignments to participate in part-time evaluations, curriculum  
18 review, governance committees or curriculum development.

### 19 **Maximum Total Hours of Non-Loaded Assignments**

20 At no time may the total hours of such assignments exceed 50 per semester. Such assignments are  
21 requested by the department with prior approval of the appropriate Dean. The budget for such  
22 assignments will be maintained by the office of the Vice-President of Instruction. Timesheets will be  
23 submitted and the part-time faculty member will be paid at the appropriate laboratory hourly rate.

### 24 **Office Hour Assignments**

25 Part-time faculty members at the maximum load may offer office hours in accordance with Article 12,  
26 Additional Compensation. No other duties will be assigned to part-time faculty with the maximum load.

### 27 **Date of Seniority**

28 For part-time instructional faculty, the date of seniority shall be established as the first day of the  
29 semester within which the instructor of record’s contract was fulfilled. This shall not include flex time or  
30 other paid non-instructional/non-service activities. For part-time special services faculty, the date of  
31 seniority shall be established as the date on which the first service assignment was completed.

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1 **Seniority Waiting Period**

2 All new part-time faculty hired for Spring semester 2004 or thereafter will not have seniority rights until  
3 completion of their sixth semester of teaching or service assignment.

4 **Ties in Date of Seniority**

5 Ties in service date shall be broken by a random procedure to establish a seniority order. This process shall  
6 be accomplished by each Divisional Dean submitting a list of faculty hired with the same hire date, as  
7 described on Page 17.7, Date of Seniority, to the Associate Vice President of Human Resources (AVP). The  
8 AVP will carry forward to the SCFA table a set of names for each discipline and lots will be drawn to  
9 determine seniority rank. That rank shall establish a permanent seniority order.

10 **Termination of Seniority**

11 Seniority, or progress toward seniority, of an individual part-time faculty member shall be terminated if  
12 there is an unauthorized break in service, if the part-time faculty receives an evaluation recommendation  
13 of “non-rehire,” or if the part-time faculty is not retained for any job-related reason.

14 **Exclusion of Summer Session in Seniority Assignments**

15 Implementation of seniority assignments of part-time faculty will be applied to the normal work year (Fall  
16 and Spring semesters) not including Summer Session. Implementation of seniority assignments for part-  
17 time special services faculty will be applied to the fiscal year July 1 – June 30.

18 **Seniority Assignments for Part-Time Physical Education Faculty**

19 When assignments are available for part-time physical education faculty, the assignments shall be made  
20 as follows:

- 21 1. Part-time faculty who are head coaches of a sport in the department shall have first choice  
22 of available classes as offered by the AEA up to the maximum allowable by the District (not  
23 to exceed the limits stated above); a lower maximum may be established by the AEA.  
24 Coaches shall be ranked within their own subgroup for priority as a function of length of paid  
25 service regarding ties in service dates.

26

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1 Part-time faculty who are assigned assistant coaches of a sport in the department shall have first choice of  
2 the sport as offered by the AEA for which they were hired, or a directly related training or conditioning  
3 class for the sport for which they were hired. For other class assignments as offered by the AEA, they  
4 shall have the regular part-time faculty seniority determined by their date of hire.

5 Remaining classes will be assigned to part-time physical education faculty in accordance with the general  
6 provisions of this section.

### 7 **Exemptions**

8 Exempted from this article are non-credit classes (e.g. Emeritus, Community Education, and non-credit  
9 Contract Education).

### 10 **Teaching after Retirement – Instructional Faculty**

11 Beginning with the Fall or Spring Semester following the date of retirement, the retiree will have an  
12 option to teach up to the current STRS retiree earnings limitations when:

- 13 • The need and scheduling of such classes have been determined by the AEA, and
- 14 • The classes have not been assigned to full-time faculty as part of a regular assignment (or as  
15 a result of the cancellation of a previously scheduled full-time class assignment) or an  
16 elective overload, and
- 17 • The retiree has previously taught the course(s) or is qualified to teach the course(s).

18 The retiree will be considered for part-time employment for a period of three years and be given priority  
19 consideration in the schedule developed by the AEA; and employment of a retiree as a part-time faculty  
20 member is contingent upon the same criteria for employing other part-time faculty. A part-time faculty  
21 evaluation will be conducted during the final semester of the 3-year period following retirement. An  
22 evaluation that results in a recommendation for rehire will allow the Emeritus faculty to continue  
23 employment with the District as part-time faculty member whose part-time seniority reverts to the first  
24 date of paid service beginning with the semester during which service in Emeritus status began.

25 The retiree is solely responsible for determining the effect on retirement income by accepting and  
26 completing part-time teaching assignments.

### 27 **Service after Retirement – Special Services Faculty**

28 Beginning with the Fall or Spring semester following the date of retirement, the retiree will have an option  
29 to provide service up to fifty percent (50%) of a full-time load per semester (but not to exceed the current  
30 STRS retiree earnings limitations) at the pay schedule as stated in Article 9 when:

- 31 • The need and scheduling of such services have been determined by the AEA, and
- 32 • The services have not been assigned to full-time faculty as part of a regular assignment (or as  
33 a result of the cancellation of a previously scheduled full-time service assignment) or an  
34 elective overload, and
- 35 • The retiree has previously served in a similar capacity or is qualified to serve.

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1 The retiree will be considered for part-time employment for a period of three years and be given priority  
2 consideration in the schedule developed by the AEA, and employment of a retiree as a part-time faculty  
3 member is contingent upon the same criteria for employing other part-time faculty. A part-time faculty  
4 evaluation will be conducted during the final semester of the 3-year period following retirement. An  
5 evaluation that results in a recommendation for rehire will allow the Emeritus faculty to continue  
6 employment with the District as a part-time faculty member whose part-time seniority reverts to the first  
7 date of paid service beginning with the semester during which services in Emeritus status began.

8 The retiree is solely responsible for determining the effect on retirement income by accepting and  
9 completing part-time service assignments.

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