

## **Article 10**

### **HOURS AND SCHEDULING**

- 10.1 This article applies to contract and regular faculty employees. Article 7 describes hours and scheduling for part-time faculty employees.

#### **Work Periods**

- 10.2 The normal academic workweek begins at 7:30 a.m. on Monday and ends at 5:30 p.m. Pacific Time on Friday of any week of instruction in the regular academic year. The normal academic workday means the period of time between 7:30 a.m. and 5:30 p.m. Pacific Time.
- 10.3 The regular academic year means the period of time from the beginning of the Fall quarter to the end of the Spring quarter, excluding intersessions, as specified in the academic calendar incorporated in Article 27 (Calendar).

#### **Work Schedule**

- 10.4 A faculty employee's schedule shall normally be established by mutual agreement between the employee and their Division Dean or appropriate administrator. The scheduling process shall ensure that each faculty employee is assigned a schedule of duties in a reasonable manner that provides for the efficient operation of the District's educational program, with due attention to the convenience and welfare of faculty. Past practice of the District with regard to hours and scheduling shall be maintained. Contract and regular faculty employees shall be assigned first, followed by Article 19 faculty, and then Article 7 faculty. This shall mean that contract and regular faculty employees shall be given preference in the assignment of day classes and, if requested by a faculty employee, in the assignment of evening classes.
- 10.4.1 Normally, all contract and regular faculty shall work part of their weekly load on campus each quarter.
- 10.4.1.1 If a department schedule allows for one or more faculty to be scheduled exclusively online in a given quarter, then assignment to a full load online shall be rotated among qualified and interested faculty on a quarterly basis. An exclusively online schedule does not exempt a faculty member from on-site attendance at meetings or activities associated with Article 10.8 or 10.10.
- 10.4.2 By the fourth week of each quarter, each college shall provide FA a list of all regular and contract faculty with no scheduled weekly on-campus hours (instructional or non-instructional duties).
- 10.4.3 Assignment to full annual load online shall be determined on a case-by-case basis. When a request for full annual load online is made, the division dean or appropriate administrator shall forward the request, and make a recommendation, to the area Vice President who, in consultation with the Vice Chancellor of Human Resources, shall approve or deny the request. Except when extenuating circumstances exist and are

approved by the college President and the Vice Chancellor of Human Resources, no contract or regular faculty shall teach full annual load online in consecutive academic years.

- 10.5 Notwithstanding Section 10.4, the Board retains the discretion to assign a faculty employee to a schedule of duties necessary to meet the needs of the District that may include extending their work day beyond the normal academic work day. Such assignments shall not be made in an arbitrary, capricious or discriminatory manner and shall, to the extent practical, be rotated among faculty employees on a quarterly basis if the assignment must continue in subsequent quarters.
- 10.6 If the assignments that make up a faculty employee's full-time load include an assignment that is outside of the normal academic work day the employee shall not for that reason be denied a part-time assignment if they are entitled to such an assignment in accordance with Article 7 and is able to accept the assignment.
- 10.7 Faculty members shall teach their classes in the assigned modality, time, days and rooms as specified in the published schedule. Any exceptions shall be approved by the administration.

### **Primary Duties and Professional Responsibilities and Contributions**

- 10.8 Each faculty employee shall meet, on time and regularly, all their assigned duties. Depending on the nature of the employee's position, faculty primary duties include instructional assignments, librarian and counselor assignments, resource faculty assignments, on-going preparation, for such assignments, and evaluation and assessment of student work. When a part of the faculty employee's current official job description, primary duties may also include coordinating instructional or student services programs, advising student organizations, and assisting in the conduct of student performances and events. Responsibility for office hours is specified in Section 10.9, required attendance at department/division meetings is specified in Section 10.10, and responsibility for submitting grades is specified in Appendix Q. Faculty attendance at graduation is addressed in the "Commencement Exercises" Memorandum of Understanding which is included as part of this *Agreement*.
  - 10.8.1 The effective operation of the college, the philosophy of participatory governance, the demands of the discipline, and the provisions of the *Agreement* depend upon the professional contributions of regular and contract faculty. Faculty ordinarily contribute professionally to the District in one or more of the following areas, including but not limited to: research, creative activity (such as artistic performance, authorship, or the development of new learning materials), new curriculum development, special projects, division/department committees and task forces, institution-wide meetings and committees, hiring and tenure review committees, peer and student evaluation of other faculty employees, participatory governance, Faculty Association, Academic Senates, student activities, community outreach and relevant state, national or professional organizations. Faculty employees shall use their own professional judgment in determining the nature of their professional contributions in order to meet the minimum requirements as listed on Appendix I.

10.8.2 Professional responsibilities as described in section 10.8.1 shall be assessed on the official administrative evaluation, Appendix J1(A-G). Faculty failure to participate in activities specified in section 10.8.1 shall not, in and of itself, be cause for any disciplinary action against a faculty employee. However, step advancement on the salary schedule is contingent upon meeting the requirements as described in Appendix I and Appendix A – Step Advancement.

10.8.3 In confirmation of the discussions pertinent to the amendments to this article, and specifically to the provisions of Section 10.8, the parties agree that the District has no intent to limit the ability of the Faculty Association or its members to engage in a legally protected work-to-rule job action, and that the language of Section 10.8 shall not be used to adversely affect a faculty employee or penalize the Association for participation in such an action.

### **Office Hours**

10.9 Each faculty employee shall establish and maintain a regular schedule of office hours and/or planned method(s) of student consultation. For teaching faculty, at least four office hours shall be scheduled per week. Faculty employees whose load is distributed between teaching and other duties shall have their office hours obligation proportionally reduced. The faculty employee and the Division Dean or appropriate administrator shall mutually agree on the schedule and/or planned methods as follows.

10.9.1 Normally, office hours are held on days during which a teaching assignment is scheduled for that employee unless the faculty employee and their Division Dean or appropriate administrator mutually agree on another schedule; office hours can be on campus “physical presence” or synchronously online. Faculty shall use professional discretion in determining the appropriate time and synchronous method of contact. Faculty shall notify the division office of their office hour schedule and on-campus location or alternative synchronous method of contact.

10.9.1.1 Synchronous office hours may occur in person on campus or via online video conferencing (e.g., Zoom), real time text chat (e.g., Pronto), or phone call. Implementation of any other alternative method shall be subject to the approval of the dean.

10.9.1.2 Faculty shall specify the time(s) and method(s) for conducting office hours in their course description (i.e., syllabus).

10.9.1.3 When requested by a current student or at the request of the dean, in order to address a student concern or problem, each faculty employee shall meet that student in person on campus at a mutually agreeable time.

### **Required Meetings**

10.10 No faculty employee, excluding counselors, librarians and other faculty employees with similar schedules, shall be required by the Board to attend more than a combined total of ten department and division meetings (not counting flex day activities) during an academic year. To the extent practicable, a standard day of the

week and time of day for required department and division meetings shall be established at the beginning of each quarter. Furthermore, unless unusual circumstances dictate otherwise, no less than a ten-day notice shall be given of required meetings. Faculty shall not be required to attend department, division, or committee meetings during final exam week.

### **Student Learning Outcomes and Service Area Outcomes**

- 10.11 Regular and contract faculty shall participate in the SLO/SAO process, including providing students access to SLOs and assessing and documenting evidence, as needed by the department.

### **Annual Contracts**

- 10.12 All faculty employees shall be employed as ten-month employees, eleven-month employees, or twelve-month employees and not otherwise except as provided for in Section 10.11. All ten-month faculty employees shall be available to perform service for the regular academic year, i.e., for 175 contract days. All eleven-month faculty employees shall be available to perform service for the regular academic year plus 20 additional days, i.e., for 195 contract days. All twelve-month faculty employees shall be available to perform service for the regular academic year plus 40 additional days, i.e., for 215 contract days.

### **Service beyond the Regular Academic Year**

- 10.13 The scheduling of any service beyond the regular academic year or during an academic recess for a faculty employee employed in library science, counseling and the coaching of athletic activities, shall be through mutual agreement of the faculty employee and the Board or by a procedure established and approved by the faculty of the affected department, division, or program with the concurrence of the Board. In the absence of mutual agreement or an agreed upon procedure, qualified faculty employees may be assigned in reverse order of their seniority with the District. Such assignments shall not be made in an arbitrary, capricious or discriminatory manner and shall, to the extent practical, be rotated among faculty employees if such an assignment must be continued.
- 10.13.1 The Board recognizes that the scheduling of services beyond the academic year or during an academic recess, while providing a level of services not otherwise available, reduces those services during the regular academic year.
- 10.13.2 Any faculty employee who is required to perform services beyond their ten-month, eleven-month, or twelve-month employment status shall receive either additional salary at the rate of 2.5 percent of annual pay for each week of additional service required or one day of compensatory time off for each day of such service. If compensatory time is used, it shall be scheduled through mutual agreement when the alternate schedule is assigned.
- 10.13.3 The inclusion in 10.11 of any faculty employees in addition to those defined above shall be determined through the negotiation process.

## **Not-In-Paid Status Adjustments**

10.14 Any faculty employee who is not in paid status for the full term of their annual contract shall have their full annual pay adjusted as follows:

10.14.1 For ten-month (175 day) faculty employees, the full annual salary shall be reduced by  $1/175^{\text{th}}$  for each day not in paid status.

10.14.2 For eleven-month (195 day) faculty employees, the full annual salary shall be reduced by  $1/195^{\text{th}}$  for each day not in paid status.

10.14.3 For twelve-month (215 day) faculty employees, the full annual salary shall be reduced by  $1/215^{\text{th}}$  for each day not in paid status.