

## ARTICLE 16: PRIMARY ASSIGNMENT, CONTRACT YEAR, AND SCHEDULING

### 16.1 Definitions

"Supervisor," unless otherwise specified in this Agreement, is the District's administrator assigned to supervise the bargaining unit member (faculty coordinators and department chairs are not administrators).

"Vice President," unless otherwise specified in this Agreement, is the Vice President who oversees the bargaining unit member.

"Contract Year" is the number of days in the employee's contract year.

"Primary Assignment" is the assignment for which an employee is hired, transferred to and classified within and which makes up the employee's regular full-time load. There are three primary assignment areas: instructional faculty, service faculty, and Children's Center faculty.

"Overload" is a voluntary assignment within the employee's primary assignment or discipline, in addition to the employee's regular full-time load.

"Fiscal Year" is from July 1 through June 30.

"Academic Year" shall consist of the fall and spring semesters beginning with two (2) professional development days on the Thursday and Friday immediately prior to the first day of instruction for each semester.

"Client" is a broad spectrum of persons who use the professional services of a bargaining unit member.

"Holidays" are those days recognized by the District and identified for college closure. Holidays will count as contract days for employees scheduled to work during the week in which the holiday(s) occurs.

"Instruction" is providing credit or noncredit lecture and/or lab student-based instruction in the classroom, lab setting, field site, distance learning, or any combination of the aforementioned.

"Load" see Article 18 definitions.

"Non-instructional Assignment" is a voluntary assignment that carries administrative responsibility for oversight of programs or activities. Examples of non-instructional assignments are faculty coordinators, directors, and department chairs and others with similar duties.

"Preparation Time" is unscheduled time spent preparing for or as part of an assignment. Preparation includes planning, grading, organizing, exam development, scoring, gathering course information and materials, developing handouts, developing student or client evaluations and plans, preparation of the learning environment, preparing for student activities, reviewing and evaluating of student or client work and records, engaging with professional contacts, and communicating with community colleagues such as high school counselors, instructors, administrators, social service agency representatives, and college and university colleagues.

"College Service" refers to unscheduled time participating in professional activities and services such as program development and annual reviews, professional development activities, committee assignments, the accreditation process, curriculum development, student advisement (instructional faculty), District-related meetings, peer evaluation review, part-time faculty evaluations, registration

activities, outreach activities including promoting college programs and activities, when not part of the primary assignment, consulting with colleagues, and/or other activities determined by the bargaining unit member.

"Instructional Faculty" are bargaining unit members with a primary assignment consisting of instruction.

"Service faculty" are bargaining unit members with primary assignments serving students and clients. Service faculty includes counselors, librarians, health service faculty, and academic specialists.

"Service area" refers to a specific unit of the service faculty designed to serve a specific student population. May be site-specific. Examples include but are not limited to General Counseling, UTC, LAP, Noncredit, Career Center, EOPS, LVC counseling, Veterans Center, MESA/STEM, library, health, ARC, articulation.

"Children's Center Faculty" are bargaining unit members with a primary assignment consisting of teaching children in the children's center and who are paid on the Children's Center Salary Schedules (SS#60 and 61).

"Office Hour" for instructional faculty is time, scheduled by the faculty member, dedicated to being available for student contact and communication. For Children's Center faculty it is time, scheduled by the faculty member, dedicated to being available for parent contact, meeting with colleagues and community partners, and email communications.

"Travel" as used in this article means travel required and/or approved by the District as a condition of an employee's assignment or conditions of employment. It includes travel between centers, travel to off-site locations for workshops, conferences, outreach, field trips, and other approved activities. It does not include commute travel between an employee's residence and District worksite.

"Extra Contract Day" is a day in addition to an employee's contracted assignment year and is directly related to the employee's primary assignment.

"Reduced Load" is a reduction in workweek hours or daily hours.

"Reduced Contract Year" is a reduction in workdays within the assignment year.

"Workday" is between the hours of 8:00 A.M. and 6:00 P.M.

"Workweek" is Monday through Friday.

"Seniority" is established by the effective date approved in the discipline in a position recognized by Article 2 of this agreement. Employees approved with the same effective date shall participate in a single drawing to determine the order of seniority.

"Service Hour" is scheduled time spent by service faculty interacting with students.

## 16.2 Primary Assignment, Scheduling, and Discipline

16.2.1 The Vice President shall determine the primary assignment of the bargaining unit member, including discipline and service area.

16.2.1.1 Primary Assignment: Upon date of hire, the District shall provide the employee with a letter informing the employee that their employment is subject to the terms of the Faculty Association collective bargaining agreement. The District shall assign employees based on

their qualifications and District need. The letter shall include the following:

1. Effective date of hire; and
2. One or more disciplines from the Disciplines List except for faculty placed on Salary Schedule 60 (SS#60); and,
3. A primary assignment as defined in this article and service area as appropriate; and
4. The appropriate faculty service area (FSA) per Article 15 for their assignment(s); and
5. An employment status of either probationary (tenure track), regular (tenured) or temporary full time; and
6. Initial salary schedule placement and overload schedule placement.

16.2.1.2 An employee who disagrees with the assignment letter information may contact the office of human resources within 30 calendar days following receipt of the letter. If the disagreement continues, a grievance may be filed according to provisions in Article 6 of this agreement.

16.2.1.3 The office of human resources shall record in the employee's personnel file a copy of the Assignment Letter.

#### 16.2.2 Scheduling:

a. Instructional Faculty: Once the District establishes the schedule of offerings with input from the discipline faculty, the faculty member, with input from their supervisor, shall select the employee's regular load and overload semester obligations(s) from the schedule of district offerings. The employee's load obligations(s) may include working remotely as well as face to face at the Santa Maria Campus and off-campus centers or sites. The schedule of district offerings may include day, evening, remote, and weekend offerings per District need.

b. Service Faculty: The Allan Hancock College Service Faculty Schedule Development Process shall be:

1. Administration, Department Chair, and discipline faculty shall work collaboratively to establish a service schedule for each service area that determines days and hours services will be available for students and indicates the service faculty coverage needs based on that schedule (number of faculty and type of service hours needed in one to two-hour blocks on each day Monday through Friday). The schedule of district offerings may include day, evening, remote, and weekend offerings per District need.
2. Service faculty, by seniority, shall establish their regular load (1.0) by choosing their service hours from the established service schedule within their service area in compliance with the workweek obligation per Article 16.4.3 to fulfill established needs.
3. Once all fulltime service faculty have completed scheduling their regular loads within their designated service area, unmet needs shall be met by offering fulltime faculty overload by seniority within the discipline. Intersession service hours are chosen by seniority within the discipline.
4. Instructional overload shall be offered to fulltime service faculty by seniority within the discipline and shall not conflict with the employee's regular load (service hours). Intersession instructional opportunities are offered by seniority within the discipline.
5. After steps 1-4 are completed, if additional service needs are identified, those hours shall be offered first to fulltime faculty by seniority for regular load and overload.
6. Steps 1-4 shall occur by April 30 for summer and fall terms, and by October 31 for winter and spring terms.

- 16.2.2.1 Bargaining unit members shall be given first consideration of scheduled offerings. If two (2) or more bargaining unit members desire the same scheduled offerings, the bargaining unit member with the most seniority within the discipline as a fulltime faculty member in the District will be given priority.
- 16.2.2.2 Duties on Saturday and/or Sunday will be by voluntary agreement of the employee unless the District determines that such a schedule is necessary to achieve 1.0 FTL.
- 16.2.2.3 If the faculty member disagrees with the proposed schedule, the faculty member may discuss the issue with the Vice President. The Vice President's decision shall be final, providing their decision is not arbitrary or capricious and takes into consideration the schedule of the faculty member as well as the needs of students and the District.

### 16.2.3 Discipline Designation

- 16.2.3.1 Discipline designation shall be determined by the District utilizing the Allan Hancock College Disciplines List of minimum qualifications developed and maintained by the Allan Hancock College Academic Senate.
- 16.2.3.2 Upon the effective date of hire, employees shall be assigned to one or more disciplines based on minimum qualifications or equivalency in the discipline(s) in which they are assigned with the exception of faculty paid on Salary Schedule 60 and 61 (SS#60 and SS#61). Assigned disciplines will be reviewed and approved by the appropriate Vice President and placed in the employee's personnel file.
- 16.2.3.3 An employee may request to add disciplines for which the employee is qualified. The request to add a discipline shall be made in writing to the employee's appropriate Vice President. The request shall include supporting rationale and documentation to indicate the employee meets the minimum qualifications or equivalent and demonstrates District need. A separate effective date of hire would be established for this additional discipline based on the date of the Vice President's verification memo.

### 16.3 Regular Contract Year

The regular contract year consists of one hundred seventy-five (175) days:

- A. The equivalent of one hundred sixty-nine (169) days of instruction or service; plus
- B. Six (6) days' worth (36 hours) of professional development activities, consisting of:
  - 1. Two (2) all staff days (on the Thursday or Friday immediately prior to the first day of instruction for each semester) at six hours each; plus
  - 2. Two (2) days of District-designated activities (on the Thursday or Friday immediately prior to the first day of instruction for each semester) at six (6) hours each which may include curriculum development, student learning outcomes development, program development, departmental meetings, special projects including grants or partnerships, health and/or safety related trainings, or any other regular faculty obligation to the District; plus
  - 3. Twelve (12) hours of professional development activities, selected by the employee may be conducted at any time during the fiscal year. During the first year of employment, this responsibility shall include District provided orientation sessions.
  - 4. When faculty are on a reduced load, sabbatical, or other leave status their professional development responsibility will be prorated accordingly.

5. By the end of the third (3rd) week of the fall semester, bargaining unit members will submit a tentative professional development plan to their supervisor. Changes can be made at any time during the academic year and a final validation of completed activities shall be submitted to the supervisor's office no later than the fourteenth (14th) week of the spring semester.
6. Activities completed between the end of the spring semester and June 30th can be counted to the prior year's professional development plan. Activities completed between July 1st and the beginning of the fall semester will be counted in the next year's plan.
7. College Service over and above the required hours per week as provided in Articles 16 and 18 may be used towards the professional development obligation.

16.3.1 An annual contract of 175 days shall be equivalent to 10 months or, 35 weeks; an annual contract of 198 days shall be equivalent to 11 months or, 40 weeks; and an annual contract of 220 days shall be equivalent to 12 months or, 44 weeks.

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16.3.3 Instructional, Service, and Children's Center Faculty

For 175 day, 10 month faculty, the annual contract year shall be from the beginning of professional development days in the fall through commencement in the spring.

For 198 day, 11 month faculty, the annual contract year may specify which month shall be a non-contract unpaid month, or the 198 days may be spread over a 12 month period (11 over 12).

For 220 day, 12 month faculty, the annual contract year shall be from July 1 through June 30.

During the annual contract year, employees shall consider employment with Allan Hancock College to be primary.

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16.3.5 Reduced Contract Year/Workload (see also Article 10 and 11) An employee may request to be approved to work fewer days than the equivalent of a 175-day contract, or fewer hours in a workday, or fewer days in a workweek. The employee shall submit the request in writing to their immediate supervisor. The request shall include a detailed summary of the proposed work schedule along with an impact statement of how the reduction will affect operations and recommendations to address affected operations.

16.4 Workweek

The District professional service workweek shall be thirty-seven (37) hours.

16.4.1 Instructional Faculty: The workweek for instructional faculty shall be thirty-seven (37) hours which will include thirty (30) hours for primary assignment activities (instruction and preparation time), five (5) hours per week for designated office hours and two (2) hours for professional activities/college service.

16.4.2 Children's Center Faculty: The workweek for Children's Center faculty shall be thirty-seven (37) hours which will include thirty (30) hours for primary assignment activities, five (5) hours for designated office hours, and two (2) hours of college service. Professional activity/college service is encouraged and must be preapproved by the supervisor.

16.4.3 Service Faculty: The workweek for service faculty shall be thirty-seven (37) hours which will include thirty (30) hours for primary assignment activities (25 service hours and 10 hours of preparation time) and two (2) hours of professional activities and/or college service. Upon mutual Agreement, service faculty may work a 9 hour/15minute (9.25) workday in a four-day

workweek. For those faculty who select to work a four-day workweek, the week shall count as five days toward the annual obligation.

16.4.4 Other non-instructional assignments shall be based on six (6.0) hours per week for each twenty percent (20%) of a full-time teaching load. The non-instructional load value is  $1/30 = .03333$ .

16.4.5 Employees are expected to be reasonably available for District communications and business throughout the workweek during workday hours on contract days.

16.4.6 Forty-hour Workweek Option: The District in its discretion, may offer an employee a forty (40) hour workweek in order to increase their college service hours from two (2) hours weekly to five (5) hours weekly or to reduce an employee's reassigned time by .10 FTEL. Employees on the forty (40) hour workweek schedule shall be paid using the approved prorated forty (40) hour workweek salary schedule at the employee's regular column and step placement. See appendix for list of current 40-hour positions.

16.4.7 Whenever the workweek is less than 37 hours, the responsibilities outlined in Article 16.4 shall be prorated accordingly.

## 16.5 Office Hours

Instructional faculty shall hold five (5) office hours per week, as regularly scheduled office hours as defined in this Article. Instructional faculty shall post their schedule of office hours on the syllabus and on or adjacent to their office doors by the end of the first week of classes. Office hours may be conducted in the manner the employee deems most appropriate.

16.5.1 When the instructional faculty member is unable to hold a regularly scheduled office hour because of an emergency or other unforeseeable circumstance(s), the instructional faculty member shall notify the department secretary, or department chair, or supervisor of the change of the office hour prior to or on that day. To the extent possible, instructional faculty members should arrange to have affected students notified.

16.5.2 When an office hour is to be changed for the remainder of the semester or term, it must be reported to the supervisor. If the change is approved, the instructor shall revise the posted schedule of office hours and inform the affected students of the new office hour schedule.

16.5.3 Instructional faculty with a reduced load or on reassigned time shall hold office hours proportionate to their instructional load (for example: .20 FTL equals one office hour).

### 16.5.4 Intersession Office Hours

Bargaining unit members may apply for office hour pay at a rate of \$50.00 per hour. The District will designate up to a total of \$5,000.00 per intersession to support office hours for eligible unit members. Intersession office hours will be subject to pre-approval by the supervisor and available funding. Unit members approved for intersession office hours shall publish regularly scheduled office hours in all course syllabi as well as in the designated area for posting office hour information (as described in (Section 16.5) by the end of the first week of instruction.

### 16.5.5 Final Exam Period Office Hours

During the final examination period, instructors shall hold at least three (3) office hours at times that best serve student needs.

## 16.6 Program and Annual Review

16.6.1 Program and annual review are recognized as professional activities. It is also recognized that comprehensive program review carries additional workload for which the employee(s) assigned responsibility for such reviews should be compensated per Article 18.14.4. The supervisor shall offer program and annual review responsibilities (annual review is not compensated). While only one employee shall assume primary responsibility for a review, other employees within the discipline or department may be asked to assist.

- 16.6.2 The supervisor will be responsible for notifying departments of upcoming program and annual reviews according to the timelines and processes mutually agreed upon between the District and the Academic Senate. The review shall be completed in accordance with the currently established District guidelines and procedures unless mutually agreed upon deviations are approved by the District administration and the employee during the course of the review and in advance of final submission. The employee who accepts the responsibility for review responsibility shall have primary responsibility for authoring the self-study, which should reflect all opinions of the discipline faculty.
- 16.6.3 The employee accepting responsibility for a review and all employees of the discipline and the department chair will sign the final report indicating that they have reviewed the final report. If there is disagreement with the final report, the dissenting employee(s) may submit a minority report that becomes a permanent part of the final report.
- 16.6.4 The employee accepting responsibility for the review shall be compensated as described in Article 18.14.4. When more than one (1) faculty member is involved in a program review, the compensation shall be divided proportionate to the workload.

#### 16.7 Overload, Intersession, Substitute, Extra Contract Days Duties

- 16.7.1 Overload, intersession, substitute, and extra duty-day duties are not part of the employee's regular contract.
- a. Overload, intersession, and substitute duties shall be compensated at the overload rate per Article 14 of this Agreement. Overload for service hours shall be paid on the Overload and Extra Assignment Salary Schedule SS#20.
  - b. Extra contract days shall be compensated at the prorated daily rate per Article 14 of this Agreement.
- 16.7.2 Bargaining unit members shall be given first consideration in filling overload duties, intersession duties, substitute duties and extra contract day duties.
- 16.7.3 If two (2) or more employees request the same scheduled offering, then the employee with most seniority within the discipline as a full-time faculty member shall be given priority.
- 16.7.4 Bargaining unit members who receive a needs improvement or unsatisfactory evaluation may teach overload or intersession only with the approval of supervisor.

#### 16.8 Academic Calendar

The academic calendar will not be a negotiable item each year providing that a faculty bargaining unit member co-chairs the District's Calendar Committee. The Association shall appoint one (1) additional member and the academic senate shall appoint one (1) member to the calendar committee.

#### 16.9 Advisory Mentoring

Faculty who agree to act as advisor mentors under the faculty internship program per California Education Code Section 87487 and California Title 5, Section 53500-53502, will be paid for an extra assignment at the Lab II rate using the Overload and Extra Assignment Salary Schedule for each semester the faculty member acts as an advisor mentor for each classroom faculty intern. The intern is paid using the part-time faculty salary schedule.

- 16.9.1 The supervisor, with input from the department chair, will approve the load of the advisor mentor.
- 16.9.2 The advisor mentor shall not take the place of the department chair with regard to orientation and evaluation of part-time faculty. It is the department chair's responsibility to evaluate and to provide orientation on college procedures to all part-time faculty, including faculty interns.
- 16.9.3 The duties of the advisor mentor shall be as follows:

- A. Conduct a minimum of four (4) scheduled meetings with the faculty intern each semester. The topics to cover shall include, but not be limited to, curriculum planning, teaching strategies and methodologies, assessment of student work, and review of course materials.
- B. Conduct a minimum of three (3) one-hour classroom visitations with a faculty intern each semester.
- C. The advisor mentor shall prepare written documentation to include dates and topics of meetings, dates and summaries of classroom visits, and discussion summaries.
- D. The advisor mentor shall not teach a class at the same time as the mentee and shall be available on campus.

16.9.4 The extra assignment salary shall be determined as follows:

- A. The faculty member's advisor mentor extra assignment salary when working with a first semester faculty intern will be determined by the bargaining unit employee's appropriate pay rate on the Overload and Extra Assignment Salary Schedule (in the appendix) to equal .056 FTE.
- B. The faculty member's advisor mentor extra assignment salary when working with a second-semester faculty intern will be determined by the bargaining unit employee's appropriate pay rate on the Overload and Extra Assignment Salary Schedule (in the appendix) to equal .040 FTE.

16.9.5 Section 16.9 of the Agreement shall be effective as long as Board Policy 7501 "Faculty Internship" or its successor remains in effect. (See California Education Code Section 87487 and California Title 5, Sections 53500-53502.)

16.10 Travel

The District may require employees to travel as a condition of employment per this Article. In such cases the following will apply:

- 16.10.1 The employee shall notify their supervisor of the travel. The supervisor shall determine whether District vehicle, rental vehicle or personal vehicle shall be used.
- 16.10.2 Employees required to use their own vehicle shall be paid mileage per District policy.
- 16.10.3 If an employee is involved in a traffic collision during District travel using a personal vehicle, the employee's personal insurance shall cover the costs of damages to the extent allowable under that insurance policy. The District or its insurance carrier shall cover any damages (personal or property) not covered by the employee's personal coverage and shall cover the employee's deductible up to \$1,000 per occurrence.
- 16.10.4 If an employee is injured during District travel, the employee shall be covered under the District's worker's compensation program.
- 16.10.5 Employees with duties at more than one (1) District campus center or worksite shall receive District mileage reimbursement at the District travel policy rate for travel between campuses during the same day.
  - 16.10.5.1 When a bargaining unit member is assigned to a specific service area, and the achievement of a 1.0 load can only be accomplished by travel to a different site, the District shall provide mileage reimbursement per District policy.
- 16.10.6 When an employee requests District funds and approval for travel, and the District is unable to pay for the travel but nevertheless allows the employee to complete the travel, a statement to that effect shall be written on the request and provided to the employee. The District will return the request as soon as possible so that the faculty member will know the status prior to the trip. Alternatively, the travel form may include a "check-off box" when, if checked, the employee will know that the travel is approved but not at District expense.



16.11 Evening Schedule

If an employee has an evening obligation, occurring between the hours of 6 pm. and 12 am., that is part of the regular load and it is not an overload and they have a scheduled obligation the next day, the supervisor shall schedule a break of at least eleven (11) hours between the end of the evening obligation and the beginning of the first duty the next day unless there is a need to make load or if the employee makes the request..

16.12 Coordinators

The District will appoint coordinators of programs after consulting with full-time faculty in the affected department.

16.13 Department Chairs and Coaches

16.13.1 Contract Year

Department chair assignments shall be a regular contract year of 198 days per article 16.3.3.

Coaching assignments shall be a regular contract year of 198 day per article 16.3.3.

16.13.2 Job Description, Duties, and Responsibilities

The job description including duties and responsibilities of department chairs and coaches shall be included in the appendix of the collective bargaining agreement and modified only upon mutual agreement of the District and Faculty Association.

16.14 Holidays and Campus Closure

When a holiday or college closure is a day that an employee would normally work in a scheduled workweek the day shall count toward the employee's load and contract year obligations.