

ARTICLE 16: ASSIGNMENT AND CONTRACT YEAR

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.

"Assignment 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 two primary assignment areas: instructional faculty and service faculty.

"Overload Assignment" is a voluntary assignment 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.

"Service Year" shall consist of the academic calendar within the fall and spring semester and include the two (2) weeks immediately prior to the first day of instruction for each semester. The service year shall allow for up to ten (10) exchange days to be approved by the supervisor (See Article 16.3.4).

"Exchange Day" is one (1) of up to ten (10) days which may be scheduled to times outside the service year. Exchange days may only be scheduled in a five (5) day, one (1) week block (See Article 16.3.4), and completed in compliance with Article 16.4.3.

"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 non-credit 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 non-instructional administrative assignment other than those designated as service faculty and which carries 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 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, and the reviewing and evaluating of student or client work and records.

“College Service” refers to 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, reading and responding to District related mail and correspondence, consulting with colleagues, and/or other activities as approved by the supervisor.

“Instructional Faculty” are bargaining unit members with a primary assignment consisting of instruction. Instructional faculty shall include Children’s Center faculty except when specifically otherwise described.

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

“Children’s Center Faculty” are bargaining unit members with a primary assignment consisting of teaching 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 dedicated to being available for student contact and communication. For Children’s Center faculty it is time dedicated to being available for parent contact, meeting with colleagues and community partners, and email communications. For service faculty it is time dedicated to being available for professional contacts and communication with community colleagues such as high school counselors, instructors, administrators, social service agency representatives, college and university personnel, and other student success professionals.

“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 Assignment 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 Hours” are time spent by service faculty in performing their professional duties to support student success and development and include interacting with students face-to-face as well as other modalities.

16.2 Assignment

16.2.1 The Vice President shall determine the primary assignment of the bargaining unit member by discipline or service area as per Article 15.

16.2.2 The supervisor, with input from the department chair and faculty member, shall make the employee’s regular load and overload semester assignment(s). The employee’s assignment(s) may include working at the Santa Maria Campus and off-campus centers or sites. The assignment(s) may include day, and/or evening and weekend assignments per District need.

16.2.2.1 Bargaining unit members shall be given first consideration of assignments. If two (2) or more bargaining unit members desire the same assignment, 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 Assignments on Saturday and/or Sunday will be by voluntary Agreement of the employee unless the District determines that such assignment is necessary to achieve 1.0 FTL.

16.2.2.3 If the faculty member disagrees with the assignment(s), the faculty member may discuss the issue with the Vice President. The Vice President's decision shall be final, providing his/her 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.

16.3 Regular Contract Year

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

- A. The equivalent of one hundred sixty-nine 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 and 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 for approval. 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.

16.3.2 *Left Blank Intentionally*

16.3.3 Instructional Faculty

For 175 day, 10 month instructional 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 instructional 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 instructional 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.

16.3.4 Service Faculty

For 175 day, 10 month service faculty, the annual contract year shall consist of the academic calendar within the fall and spring semesters and include the two (2) weeks immediately prior to the first day of instruction for each semester which is defined as the Service Year.

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

For 220 day, 12 month service 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.

In accordance with Article 16.2.2, the District will determine scheduling needs for the service year. Service faculty may choose a schedule based on seniority.

Whenever the workweek assignment is less than 37 hours, the responsibilities outlined in Article 16.4.3 shall be prorated accordingly.

The service year shall allow for up to ten (10) exchange days (not to include days designated as holidays) which may be scheduled to times outside of the defined Service Year. Exchange days may only be scheduled in five (5) day, one (1) week blocks and completed in compliance with Article 16.4.3.

Hourly assignments may be made outside the service year and shall be paid on the Overload and Extra Assignment Salary Schedule SS#20.

16.3.5 Reduced Assignment 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 5 hours of preparation time): five (5) office hours scheduled in accordance with Article 16.5 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.

Whenever the workweek assignment is less than thirty-seven (37) hours, the weekly responsibilities shall be prorated accordingly.

- 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 his/her 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.

16.5 Office Hours

Bargaining unit members 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 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 bargaining unit member is unable to hold a regularly scheduled office hour because of an emergency or other unforeseeable circumstance(s), the bargaining unit 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 bargaining unit 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 and/or clients of the new office hour schedule.

16.5.3 Bargaining unit members with a reduced load shall hold office hours proportionate to their load (for example: .20 FTL equals one office hour).

16.5.4 Summer Office Hours

Bargaining unit members may apply for office hour pay at a rate of \$25.00 per hour. The District will designate up to a total of \$5,000.00 per summer session to support office hours for eligible unit members. Summer office hours will be subject to pre-approval by the supervisor and available funding.

Unit members approved for summer 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 program review carries additional workload for which the employee(s) assigned responsibility for such reviews should be compensated. The supervisor, in consultation with the department chairperson, shall make program and annual review assignments. While only one employee shall be assigned 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 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 is assigned the 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 assigned 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 assigned 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, Summer Session, Intersession, Substitute, Extra Contract Day Assignments

16.7.1 Overload assignments, summer session assignments, intersession assignments, substitute assignments, and extra duty-day assignments are not part of the employee's regular contract year assignment.

a. Overload assignments, summer session assignments, intersession assignments, and substitute assignments shall be compensated at the overload rate per Article 14 of this Agreement.

b. Extra contract day assignments 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 assignments, summer session assignments, intersession assignments, substitute assignments and extra contract day assignments.

16.7.3 If two (2) or more employees request the same assignment, 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 intersession or summer assignments 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 using the Overload and Extra Assignment Salary Schedule (in the appendix 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 assignment 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 assignments 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 assignments 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.
- 16.10.6 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 Assignments

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

16.12 Coordinators

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

16.13 Department Chairs

16.13.1 Contract Year

Beginning fall 2019 Nineteen (19) extra days shall be provided to department chairs with assignments -shall be a regular contract year of 198 day per article 16.3.3. For the 2019/2020 academic year, department chairs shall identify four (4) additional contract days to be added to their schedule between May 26, 2020 and June 30, 2020. of fewer than 198 days. Department chairs shall

~~submit a schedule of the nineteen extra days to be approved by the supervising dean.~~

16.13.2 Job Description, Duties, and Responsibilities

The job description including duties and responsibilities of department chairs 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 assignment year obligations. This section does not apply to designated summer Friday closures.

