

ARTICLE 13: Workload

A. Work Year

1. Instructional Faculty

For July 1, 2019 to June 30, 2020, the work year for all full-time instructional faculty shall be 177 workdays which shall include 170 days of scheduled classes, three (3) in-service days including a commencement day and four (4) flex activity days in each academic year.

Beginning July 1, 2020, the work year for all full-time instructional faculty shall be 175 workdays which shall include 166 days of scheduled classes, seven (7) in-service days, including commencement day, and two (2) flex activity days in each academic year. In-service days shall be planned in collaboration between the district, faculty, and campus professional development.

2. Non-Instructional Faculty

For July 1, 2019 to June 30, 2020, the work year for all full-time non-instructional faculty shall be 200 or 221 days depending on assignment which shall include three (3) in-service days including a commencement day and four (4) flex activity days in each academic year.

Beginning July 1, 2020, the work year for all full-time non-instructional faculty shall be 198 or 219 days depending on assignment which shall include, seven (7) in-service days, including commencement day, and two (2) flex activity days in each academic year. In-service days shall be planned in collaboration between the district, faculty, and campus professional development.

The established work year schedule of any full-time non-instructional faculty member shall not be changed except in cases of mutual consent between the bargaining unit member and the District, documented college need, or emergency.

The scheduling of the 198 and 219 workdays shall be established by mutual consent between the faculty members and the supervisors by May 1 for the following year including the days designated within peak times. Peak time shall be defined as the times during the year that an increased influx of students is to be expected such as during registration and the beginning of each semester. It is understood that during peak time there is the potential for high student volume, and all counseling areas of the colleges, including categorically-funded programs, shall be staffed adequately by full-time non-instructional faculty to support the demand. Non-service time may not be allowed or may be limited during peak time periods. Peak time periods shall be determined by data collected from prior years. The data gathered by the appropriate manager will be reviewed with the affected non-instructional faculty to determine the peak times for the upcoming academic year and mutually agreed upon on or before April 15.

District Counter Proposal #3 10/20/23

If mutual consent cannot be reached, a mediation team composed of the supervisor, the bargaining unit member, a SBCCDTA grievance representative and the supervisor's manager shall be created to find agreement. The bargaining unit member shall contact the campus's SBCCDTA grievance representative, who shall arrange a meeting date and time agreeable to all four parties within ten (10) days after receiving the notice of disagreement.

Barring an emergency, if either of the parties in the disagreement fails to attend the mediation meeting, the issue is resolved in favor of the party in attendance. If an emergency surfaces that prevents either party from attending, the parties shall notify each other in writing and provide alternative dates and times. This shall only be permitted to happen once.

1. Beginning 7/1/2020 the base year of 198 days shall apply to bargaining unit members in the positions listed in Appendix E.1 or added through negotiations by MOU.
2. Beginning 7/1/2020 the base year of 219 days shall apply to bargaining unit members in the positions listed in Appendix E.2 or added through negotiations by MOU.

3. In-Service and Flex Days

a. In-Service Days: Contracted days requiring in-person participation in campus and/or District activities (e.g. training, planning, meeting accreditation standards, dialogue, state and local initiatives, commencement, orientation, etc.). Beginning July 1, 2020 in-service days shall be planned in collaboration between the district, faculty, and campus professional development.

b. Flex Days: Individually-planned professional development activities.

c. All full-time faculty must participate in in-service days unless excused by the Chancellor or his/her designee.

d. A report of all the flex activities completed during the current academic year shall be submitted no later than five (5) business days after the end of the spring semester and the District shall share it with the appropriate Professional Development Committee. The report must include a description of the flex activities, the relevance and/or planned application of those activities, and comments on future professional development activities the faculty member would like to see for the following academic year.

4. Decrease in Workdays

1. Involuntary Change

Any probationary (tenure-track) or tenured (contract) non-instructional faculty who may be subjected to an administrative transfer/reassignment pursuant to Article 14, which also results in an involuntary decrease in the number of workdays in the work year compared to their current contract, shall be afforded a transition period

District Counter Proposal #3 10/20/23

for adjustment in pay. Other situations such as layoff, probationary termination, etc. shall follow the procedures as listed in the appropriate articles in the contract.

Written notification of change in work year will be provided along with a transition contract. The faculty member shall be assigned work to meet the original number of workdays in the academic year contract and the faculty shall be paid at their per diem rate for this work. A faculty member shall receive no fewer than twelve (12) months to adjust before the reduced workday calendar is implemented.

2. Voluntary Change

An approved voluntary request to be reassigned to a shorter work year (beginning 7/1/2020: minimum of 175 days) shall not receive a transition period to adjust for a reduction in pay.

5. Extended Work Year

With mutual agreement, the District may extend the work year of 175 and 198 days for full-time faculty. The faculty member shall receive per diem pay for each day the work year is extended. The District shall attempt to send a preliminary, tentative notice to employees about any extended contract year by March 15 of the preceding school year. The District shall attempt to finalize and communicate its determination for extended work years for the following June, July, August and/or September by March of that year. The per diem pay shall be determined by dividing the specific step where the employee is currently placed on the Salary Schedule (Appendix A) by 175 and 198 days as applicable to the faculty member's assignment.

6. Part-Time (Adjunct) Faculty

1. The District shall establish a part-time, temporary faculty seniority list by August 30th of every academic year and shall provide the list to the Association. Seniority shall be determined based on a part-time faculty member's earliest hire date with the District without a break in service of more than 12 months. Part-time faculty with a break in service of more than 12 months will be removed from the seniority list (and will start at the bottom of the seniority list in the event of rehire). The seniority list shall be organized by college and discipline area (Faculty Service Area, FSA; e.g., CHC History Instructors, SBVC Librarians, CHC Counselors).

For instructional faculty, hire date is defined as the first day of the term in which the assignment begins. For non-instructional faculty, hire date is defined as the first day of work. If multiple faculty in the same discipline and at the same college have the same hire date, a lottery will be conducted to determine the placement of these faculty on the seniority list. These faculty shall be notified as to the date of the lottery and given the option of participating in the lottery or designating the CTA President or designee to draw on their behalf. In the event that a faculty member does not attend the lottery, the CTA President or designee shall draw on their behalf.

District Counter Proposal #3 10/20/23

Current contract and regular full-time faculty shall not be included on the part-time (adjunct), temporary faculty seniority list, irrespective of whether the full-time faculty teaches overload or summer courses. Retired full-time faculty shall start at the bottom of the seniority list in the event of rehire. Full-time temporary faculty who transition to part-time (adjunct) employment shall be placed on the part-time seniority list according to most recent District hire date.

2. The parties agree that prioritization of reemployment of part time (adjunct), temporary faculty shall be based on the following standards:

1. (i) A part-time temporary faculty's seniority in an area discipline as indicated on the District's part-time, temporary faculty seniority list.
2. (ii) The total number of courses taught, and/or the total number of non-teaching assignments held, at the District over the course of the part-time faculty's employment with the District and/or at any one time during employment by the District to be used in the event of a tie.

(iii) The results of part-time temporary faculty evaluations conducted pursuant to Article 16 of the collective bargaining agreement and Education Code section 87663.

(a) Instructional part-time temporary faculty who have received a satisfactory performance rating in their previous evaluation, shall be given first consideration and reemployment preference for assignments in courses previously taught by that part-time faculty member at that college based

on seniority as determined by their placement on the seniority list. First consideration and reemployment preference shall be provided for up to the maximum number of classes consistent with any limits required by law. Such preference is subject to a part-time, temporary faculty member's availability, willingness to accept specific assignments, and expertise to teach specific courses.

Non-instructional part-time temporary faculty who have received a satisfactory performance rating in their previous evaluation, shall be given first consideration and reemployment preference for non-teaching assignments in assignments previously held by that part-time faculty member at that college based on seniority as determined by their placement on the seniority list. First consideration and reemployment preference shall be provided for up to the maximum number of hours consistent with any limits required by law. Such preference is subject to a part-time, temporary faculty's availability, willingness to accept specific assignments, and expertise to perform specific assignments.

2. (b) If a part-time temporary faculty member receives an unsatisfactory or satisfactory with deficiencies evaluation, the faculty member shall be allowed to complete an improvement plan in accordance with Article 16 without being removed from the seniority list. Following a consecutive unsatisfactory or satisfactory with deficiencies evaluation, the part-time temporary faculty member will be removed from the seniority list and no obligation to re-hire will exist.

District Counter Proposal #3 10/20/23

3. (c) Part-time temporary faculty members with missed evaluations shall be placed/remain on the seniority list.

(iv) Part-time faculty are employed on a semester-by-semester basis, in assignments that are temporary in nature, contingent on enrollment and funding, subject to program changes, and without assurance of continued employment.

c. The District and the Association agree to meet annually, if necessary, to evaluate the prioritization process.

7. Full-Time Faculty

1. Full-Time contract and regular faculty are placed on a seniority list based on hire date. If multiple faculty have the same hire date, a lottery will be conducted to determine the placement of these faculty on the seniority list. These faculty shall be notified as to the date of the lottery, and given the option of participating in the lottery or designating the CTA President or designee to draw on their behalf. In the event that a faculty member does not attend the lottery, the CTA President or designee shall draw on their behalf.
2. Full-time temporary faculty who transition to a tenure-track position (i.e., become contract faculty) shall be placed on this full-time seniority list based on their District hire date that corresponds to their first tenure-track year.

B. Workweek/Workday

1. All Full-Time Faculty

The workweek for all full-time faculty shall be forty (40) hours. Less than full-time faculty shall have a workweek of forty (40) hours prorated on the basis of full-time equivalency. (e.g., nine (9) lecture hours equals 0.600 F.T.E., a workweek of twenty-four (24) hours).

The forty (40) hour week for all full-time faculty shall include all student contact responsibilities, on-campus office hours (posted and arranged consultation hours), accurate record keeping for grades and attendance, committee assignments, preparation of all required reports, curriculum development and revision, learning and/or service area outcomes assessment, attendance during in-service days including commencement ceremonies and in-service activities, and other non-student contact responsibilities as determined and assigned by the District. All full-time faculty also shall attend commencement ceremonies and other in-service activities unless excused by the Chancellor or his/her designee.

The District and the Association recognize the professional nature of the work (as defined by Labor Code) performed by the faculty members and agree that full-time faculty shall be available at the District facilities for an additional five (5) hours per week beyond the assigned student contact hours, non-student contact hours, and office hours (pro-rated for less than full-time faculty) to perform required responsibilities. All faculty are required to

District Counter Proposal #3 10/20/23

serve on committees as appointed by the academic senate and/or as officially recognized advisors to student clubs/organizations as a part of their assignment.

All semester-end documentation (grade submission, SLO/SAO data collection, and professional development reporting (end of Spring semester only)) must be completed prior to release of each semester's final pay warrant.

Distance Education (including courses offered online) is recognized by both the Association and the District as an appropriate mode of delivery to meet the needs of our student population. In order to meet the expectations for full-time faculty responsibilities to the college, online course instruction shall be limited to 0.500 load for full-time faculty. Exceptions to this limitation must be approved by the supervising manager and the Vice President of Instruction. Faculty for whom this provision applies to shall follow the guidelines regarding the course quality and qualifications to teach online courses set forth by their respective campuses' Distance Education/Online committees. Distance educational assignments shall be on a voluntary basis subject to approval of the supervising manager.

There shall be a minimum of eleven (11) hours between the end of the last assigned class on one day and the first assigned class the next day unless the faculty member otherwise provides written consent to their immediate supervisor. The District shall not for arbitrary and capricious reasons assign someone to a schedule that has such employee teaching both at the beginning and end of the District's operational day.

No overload hours, extra compensation work of any kind, or special contract assignments shall be included within the forty (40) hours. As set forth in Tables I and II of this Agreement, a faculty member shall be assigned a weekly schedule comprised of one of the following:

1. Fifteen (15) lecture hours.
2. **Eighteen (18) high intensity laboratory hours**
3. Twenty-one (21) laboratory hours.
4. Twenty-four (24) clinical hours.
5. Thirty (30) non-instructional hours.
6. Thirty-five (35) hours of other assigned responsibilities.
7. Any combination of the above listed assignments equaling 1.000 full-time equivalency.

2. Definitions

- a. **Lecture Hours:** Instructor student contact hours in which the instructor normally gives a lecture presentation which was previously prepared and students are required to complete substantial work prior to or after such lecture presentation.
- b. **High Intensity Laboratory Hours:** Instructor student contact hours in which both the student and the faculty have significant preparation before the scheduled contact time as well as significant work to be done after the scheduled contact time. Those labs deemed high intensity are those that meet the California General Education Transfer Curriculum (CalGETC) requirement for laboratory science.

District Counter Proposal #3 10/20/23

- c. Laboratory Hours: Instructor student contact hours in which the instructor normally supervises student activities in a laboratory environment, the activities are related to lecture hours, the instructor frequently provides instruction and students are responsible for learning all information from the instruction and activities.
- d. Clinic Hours: Activities where instructors or other professionals normally only supervises students who are practicing specific skills. The District and the Association also recognize that the implementation of "clinic hours" in some cases requires an expanded number of hours without additional compensation and flexibility since an instructor may be able to supervise a very small number of students at any one time.
- e. Non-instructional Hours: Most of the non-Instructional contact occurs within the services and functions of the support and Student Service areas such as but not limited to counseling, library, learning centers, Health Centers, and/or support programs such as DSPS and EOPS. Non-Instructional hours include activities where faculty normally interact with students within an office, center and, or other specified area or services of the college where the contact between faculty and students does not normally generate FTE.
- f. Other assigned responsibilities: Primary responsibilities do not include student contact. All other duties as assigned in accordance with Title 5, California Education Code, California Government Code, and/or the Collective Bargaining Agreement.
- g. New definitions per the most current Program and Course Approval Handbook (PCAH).

3. The District may assign full-time faculty loads between 0.950 and 1.050 without reduction of or addition to compensation. The District may also calculate load based on the average of two consecutive semesters in an academic year in order to allow for some flexibility in assignments. The District shall allow faculty assignment(s) to be adjusted to accommodate projects and other necessary work of the District as released or reassigned time.

- a. Released time: A bargaining unit member released from his/her primary assignment, e.g., classroom instructor, counselor, coordinator, etc. to do the work of the Association, a statewide academic, or union role. Released time for the Association is addressed in Article 3- Association Rights. The Association will notify the immediate supervisor and Human Resources no later than two (2) weeks prior to the start of the semester in which the faculty is receiving released time.
- b. Reassigned time: A bargaining unit member reassigned from his/her primary assignment, e.g., classroom instructor, counselor, coordinator, etc. to do other faculty work for the District.
- c. The process for selection of reassigned positions shall be the purview of the corresponding department, division, Academic Senate and/or District Assembly. Positions with reassigned time shall be reopened at least every three (3) years. Applicants for reassigned time shall notify their immediate supervisor upon approval of application. This notification is for communication purposes only.
- d. A review of the amount of allocated reassigned time shall require faculty on reassigned time to semi- annually complete a report indicating status of project or

District Counter Proposal #3 10/20/23

- activity and average number of hours per week required to complete this work. The reassigned time report will be submitted to the immediate supervisor. By mutual agreement, reassigned time shall be negotiated by the Association and the District as necessary by December 1 and May 1 of each semester.
- e. In the event a faculty member cannot continue in a position with corresponding reassigned time, the process to replace that faculty member shall be the purview of the corresponding department, division, Academic Senate and/or District Assembly. All bargaining unit members shall have the equal opportunity to apply for any and all positions as long as they meet the required FSA.
 - f. Should additional reassigned time assignments be designated by the District during the term of this Agreement, the District and the Association shall meet to determine the appropriate reassigned time for the workload.
 - g. Per mutual agreement between the faculty member and the District, the faculty member shall be compensated at the hourly non-instructional rate for any reassigned time related work performed during summer and winter breaks.
 - h. Schedules and work locations for reassigned time will be mutually agreed to with the immediate supervisor and the supervisor over the reassigned time and as per any contract language.
4. Special Projects
- a. A special project is defined as any District directed/provided work outside the contract that impacts the bargaining unit members' hours, wages and working conditions. For the purposes of this section, the term workload shall be as defined in Article 13, Section B-1.
 - b. Properly running a District directed/provided Learning Community requires extra work and is thus designated as a special project. A Learning Community requires regular collaboration and integration between instructors on content and assignments when the same students are enrolled in the same two classes. The additional work is required in order to design and align the syllabus, course content, and assignments for the two linked courses; regularly attend each other's linked class sessions, and plan and participate in events relating to the success of the students (e.g., field trips).
 - c. For special projects beyond the assigned workload the District shall notify the Association of the duties involved in the project and the compensation prior to initiating the workload.
 - d. The district will follow Article 24 in regards to clerical support.
5. Grants
- a. A grant is defined as any external source funded project that impacts the bargaining unit members' hours, wages and working conditions. Awards that do not impact the bargaining unit members' hours, wages and working conditions, are not included in the definition of "Grant" as expressed in this section.
 - b. Bargaining unit members, whose content knowledge is pertinent to the grant, may be involved in the development of the grant application from the start. The District shall notify the Association of the duties involved in the grant writing process and the compensation prior to initiating the workload.

District Counter Proposal #3 10/20/23

- c. If the grant is awarded, the District shall notify the Association of the faculty duties involved in the grant and the compensation prior to initiating the workload.

6. Instructional Faculty

Within the forty (40) hours per week in B-1 above, all full-time instructional faculty shall work their assigned instructional load, maintain three (3) posted office hours per week and two (2) arranged office hours, and be available five (5) hours to perform required responsibilities listed in B-1 above at District facilities. All instructional faculty must submit their scheduled office hours within the first week of each semester to their immediate supervisor, and upon request, reasonable verification that they maintained the required number of office hours.

Instructional faculty who have less than a full assignment (except hourly faculty) shall maintain office hours on a pro-rated basis of their teaching load.

7. Non-Instructional Faculty with Student Contact Hours

Within the forty (40) hours per week in B-1 above, all full-time non-instructional faculty with student contact hours shall have thirty (30) hours of student contact hours including management-assigned responsibilities, maintain five (5) hours of preparation time, and be available five (5) hours to perform required responsibilities listed in B-1 above at District facilities.

8. Non-Instructional Faculty Without Student Contact Hours

Non-instructional faculty without student contact hours or as listed in Appendix E, shall remain at District facilities for requirements of their assignments for thirty-five (35) hours per week. In addition, non-instructional faculty without student contact hours or as listed in Appendix E shall be available at the District facilities for an additional five (5) hours per week to perform required responsibilities as listed in B-1 above. Schedules for non-instructional without student contact hours or as listed in Appendix E faculty will be mutually agreed to with the immediate supervisor as indicated in Section A. 2.

9. Part-Time Faculty

The assignment for part-time faculty shall include all student contact responsibilities (including office hours), accurate grade and attendance record keeping, and learning outcomes assessment and submission. All semester-end documentation (grade submission, SLO/SAO/PLO data collection and submission, and professional development reporting) must be completed prior to release of each semester's final pay warrant.

Additional load hours for student contact time (office hours or arranged hours) shall be as follows:

District Counter Proposal #3 10/20/23

Load	Scheduled Office Hours Per Week (per semester or session)
Up to 0.400	0.50
0.401 and above	1.00

Posted office hours must be submitted to the immediate supervisor by the end of the first week of class.

Part-time faculty shall be compensated as specified in Article 10 for professional development time.

10. Full-time Faculty with Overload

The assignment for the overload shall include all student contact responsibilities (including office hours), accurate grade and attendance record keeping, and learning outcomes assessment and submission. All semester-end documentation (grade submission, SLO/SAO/PLO submission, and professional development reporting) must be completed prior to release of each semester's final pay warrant.

Full-time faculty members with overload shall have additional student contact time (office hours or arranged hours). These additional office hours shall also be posted and office hours must be submitted to the immediate supervisor by the end of the first week of class.

Additional load hours for student contact time (office hours or arranged hours) shall be as follows:

Load	Scheduled Office Hours Per Week (per semester or session)
Up to 0.400	0.50
0.401 and above	1.00

11. Coaches and Coordinators

The job descriptions and compensation for each may be found in the Appendix. The workload and compensation of each shall be assessed jointly by the Association and the District every five (5) years.

12. Faculty Chairs

The Faculty Department* Chair, under the direction of the Dean or Associate Dean, is responsible for the coordination of the unit to ensure that the quality of the program offered by the department meets the standards of the California Community College system and the San Bernardino Community College District in particular and is able to serve the needs of a diverse student population.

District Counter Proposal #3 10/20/23

*A department is an organizational unit defined by one or more district program codes or discipline TOPs codes that are similar in expertise (Faculty Service Area, FSA) and containing at least three (3) full-time equivalent faculty members who provides instruction or service in one or more academic or vocational disciplines or service areas commonly recognized within the California Community College system.

The faculty chair job description, selection process, and compensation may be found in the Appendix. The workload and compensation shall be assessed jointly by the Association and the District every five (5) years.

13. Faculty Leads

Faculty Lead positions shall be applied to faculty work that is short-term or that involves temporary assignment(s) or rotational position(s) (no longer than three (3) years) to complete the special assignment(s), grant(s), project(s), and/or program(s) based on District need.

The Faculty Lead description may be found in the Appendix. The process is described in 3 c-h above.

C. Class Size

1. Minimum Class Size

The District shall apply the following provisions concerning minimum class sizes to all lecture and lab classes with the exception of independent study, research, coordinated instructional systems and classes by arrangement with other entities.

- a. The minimum enrollment shall be twenty (20) students.
- b. Advanced or sequential classes that require prerequisite courses, the minimum shall be fifteen (15) students.

The District may make exceptions to the above provisions concerning minimum class sizes in cases where instructors have other classes with large number of students, in courses required for graduation, in courses required in a major or in a career subject area, where the infrequency of a course requires it to be given, where there is a limited classroom size, or in experimental programs.

2. Maximum Class Size

The District shall apply the following provisions concerning maximum class sizes:

- a. Student enrollment in any course by the census date shall not exceed the maximum established by any applicable law.
- b. Student enrollment in any course by the census date shall not exceed the number of student spaces or work locations in the room or facility to be utilized. **Records of**

District Counter Proposal #3 10/20/23

space utilization maximums will be maintained on each campus by the Vice President of Administrative Services.

- c. Student enrollment in any course by the census date shall not violate any applicable safety rule or obligation.
- d. Student enrollment in any English Composition course (Preparation for College Writing or Freshman Composition) ~~by the end of the second week at census~~ shall not exceed twenty-five (25) students except with the agreement of the instructor. This specific maximum shall apply only to English ~~010, 015,~~ 101, and 102 courses which require adherence to any standards established by the University of California or weekly writing assignments and minimum word counts as follows, whichever is the greater:

~~English 010 Minimum 3,000 words~~

~~English 015 Minimum 3,000 words~~

English 101 Minimum 6,000 words

English 102 Minimum 6,000 words

- e. Student enrollment in non-introductory chemistry ~~classes laboratory~~ shall not exceed twenty-four (24) ~~at census~~. This maximum shall apply to chemistry ~~classes laboratory~~, such as Chemistry 102, 104, ~~105, 150, 150(H), 151, and 151(H), 205, 212, 212(H), 213, and 213(H).~~ ~~Student enrollment in advanced chemistry classes shall not exceed twenty (20). This specific maximum shall apply only to advanced chemistry classes, such as Chemistry 205, 212(H) and 213(H).~~
- f. The Work Experience or internships/apprenticeships workload for a 1.000 load shall be 125 students and prorated for lower loads (such as a 0.200 load for 25 students). Students in excess of 125 students shall be treated as overload. The overload is to be determined as follows: $[\text{number of students}-125] / 125$. For example, assume a workload of 150 students for one semester: $150-125/125 = 0.200$ overload.
- g. The District and the Association understand that lecture sections may be stacked for efficiency or to expand offerings to students. Faculty contact hours and therefore faculty load is unaffected by this practice.

D. Overload Assignments

No full-time faculty member shall have more than seven (7) hours of overload in any primary semester unless there is prior written approval from the Chancellor. In assigning overload, the District shall offer overload to full-time unit members according to full-time seniority placement and prior to part-time faculty members. If full-time faculty decline overload assignments, then hours/classes shall be offered to part-time (adjunct) faculty according to the part-time seniority process described in Article 13, section A,6,b,iii,(a). No overload hours or work that has extra monetary compensation shall be included within the forty (40) hours in B-1 above. A faculty member shall have no more than a 0.500 load (based on a 1.000 semester) unless it is a single course with a higher load (e.g. a 6-unit course) per Table I in any non-primary sessions (e.g. summer).

1. Load Calculations

The order of load calculations shall be as follows:

1. Released time (i.e. union appointments)
 2. Reassigned time (i.e. other assignments)
 3. Regular work assignments (instructional and/or non-instructional time to reach remainder of load of 0.950 to 1.050).
2. Instructional overload shall include office hours as indicated in B 10.

E. Working Remotely

A faculty member's assignment may be met by working remotely. Faculty may work remotely up to 2 (two) days per week. Exceptions to this limitation must be approved by the supervising manager. Working remotely, for the purposes of this provision, is a term which recognizes the ability of any bargaining unit member to meet their professional obligations by working at an off-site location. Faculty who wish to work remotely must submit a request to their immediate supervisor each semester. Remote work assignments shall be mutually agreed upon. Remote work requests approved by the supervisor may not include the 5 hours of service to the district. The decision to approve or deny a remote work request is final, however, the decision may not be arbitrary or capricious.

If student/faculty contact need arises or campus responsibilities, such as committee meetings, are scheduled, faculty shall report to District facilities to meet such responsibilities. Working remotely schedules shall ensure that the full-time faculty members are available to meet the needs of the students, the department, and campus responsibilities. Faculty must be accessible during the time they are working remotely by a variety of ways: email, chat, telephone, voice mail and/or messaging, etc. Faculty will provide their supervisor with a communication plan when working remotely.

Faculty are expected to attend their District/Campus committee assignments by the preestablished meeting modality. Additional scheduled face-to-face meetings that conflict with approved, prescheduled remote days will be given a minimum of three (3) days' notice due to the change of modality, when feasible.

District Counter Proposal #3 10/20/23

If it is determined the remote work schedule is not meeting student/district needs, the agreed upon work remote request can be revoked if steps to mediate any issues have not been successful.

Remote work requests are outside release time and reassignment obligations. Flexibility in remote schedules may be allowed for faculty with reassignment.

F. Days Per Week

All full-time faculty shall be available at District facilities for requirements of their usual assignments five (5) days per week, Monday through Friday, except in cases of holidays, approved leaves, or working remotely. Exceptions may be made by mutual consent between the faculty member and their supervisor in cases of (1) registration needs or (2) documented needs to assign a faculty Saturday and/or Sunday work in order to complete guaranteed workload.

If the District uses a 4/10 schedule during the summer months where 198- and 219-day faculty members are impacted, these faculty members shall have the choice to work 1.0 or 1.25 days when the District is open.