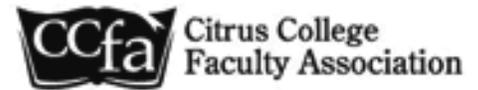


1 March 2017



To: All CCFA Unit Members

From: Dave Brown, CCFA Chief Negotiator

Re: Contract Highlights, Article 5

Fellow Faculty,

Possibly the most contentious and least understood article in our contract is Article 5—Faculty Assignment. Please read this through to the end. Even better, crack your contract open to page 12 and follow along.

It starts, even before 5.1, with a fairly innocuous-sounding statement that, if you read closely, causes this article to exclude one key constituency: Counselors. 5.1.1 seems to explain the genesis of this: *The general work year is based on a compressed calendar consisting of 16 weeks of instruction for each Fall and Spring Semester.* This key presumption in scheduling and work-year construction does NOT apply to our Unit Members in Counseling. Counselors are required to work—as part of their 10-month, 175-day contract—in the Fall, Spring, Winter *and* Summer. We will explore that controversial state of affairs when we review Article 15—Counseling Assignment.

5.2.1 describes the construct of a basic work-year for classroom faculty (175 days). It also includes provisions for those who were hired under contracts *greater* than 10-months in duration. Among them are 10 ½, 11, 11 ½, and 12-month variants. For each additional half-month in one's contract, an additional 10 days of work is assigned.

5.3 (5.3.1) shows work years for full-time faculty coordinators. Librarians are specified as having 195-day obligations. Though not specified, this is understood to mean 20 days *outside* the Fall and Spring semesters. The College Nurse(s), Academic Lab Coordinators, and the Teacher Excellence Coordinator (*who is that?*) have 175 day contracts specified. Again, though not specified, this is understood to mean that their core assignment is entirely within the Fall and Spring.

5.4 (5.4.1) speaks to the three elements that make up Unit Members' 40-hour workweek in a 17.5 week semester: 1) assigned load, 2) office hours, 3) "additional time" (i.e. everything else). Items 1 & 2 differ depending on the Unit Member's particular role on campus; so the muddy waters begin to be cleared in 5.5. Worthy of note, since we live in the world of the compressed calendar, our 40-hour workweek does not actually exist. 40 hours per week in 17.5 weeks (old calendar) works out to 700 hours per semester. That works out to 43.75 hours per week expected from each of us during the 16 week schedule that is our compressed calendar.

5.5 speaks to the assignment of "classroom faculty." This unfortunate term is a product of necessity; trying to find a simple term to describe Faculty whose job is primarily that of an instructor. 5.5.1 speaks to 30 assigned hours—75% of the hours in a 40-hour workweek—which consist of teaching and teaching-related duties. 5.5.2 states that Saturday and Sunday assignment cannot be compulsory. 5.5.3 ambiguously states that the "college hour" will be honored for those on shared governance committees (*aren't we all supposed to be?*). For most of us, or at least a good many, the College Hour is an imaginary construct. Key point in 5.5: All one's teaching related duties (e.g. student contact, preparation for class, and evaluation of student work/performance) should consume no more than 33 hours per week (30 x 17.5 / 16, rounded up). Notwithstanding the peaks & valleys, feast & famine that is the norm for such duties, if you are averaging more than 33 hours per week on teaching-related duties (before overload and office hours), it could be argued you are working too much.

5.6 speaks to the assignment of librarians, college nurses, and lab supervisors. 5.6.1 states Faculty in these roles will have 30 assigned hours of work. However, the understanding is that all 30 hours will be specifically assigned. To the extent that librarians, college nurses, and lab supervisors teach courses, 5.6.1 further states

that “teaching-related office hours” are included in this 30 hours (75%) of one’s assignment. More on office hours in article 5.7.

Article 5.7 is devoted entirely to office hours. 5.7.1 speaks to classroom faculty. 5.7.1.1 states we must each have 1 office hour per day on any day during which we have an assigned class. It also states that these hours must equal no less than 87.5 for any given semester. Also stated is that office hours may be reduced on a pro-rata basis for any instructors with less than a full-time teaching load. Note that the terms “office hours” and “student/teacher conference hours” are used interchangeably. While not specified, this has the implicit meaning that this time is set aside for students who need to confer with their instructors. Thus, office hours should not be scheduled when there are meetings or other obligations that might take away from an instructor’s availability to his or her students.

5.7.1.2 speaks to office hours for DE courses. Specifically, it provides for “virtual” office hours. These are times during which instructors are to be available to students while not necessarily being in their office—or even on campus. Many faculty choose to perform these duties from home using their own equipment (computer, internet, phone, apps, etc.). As many of us know, our on-campus equipment (computers, network, telephone, etc.) has reliability that is spotty at best. Performing virtual office-hour duties from an on-campus location might not work in some cases. Having the flexibility to use one’s own equipment and alternative locations is important.

5.7.2 is somewhat redundant in that it speaks to the ability to reduce the office-hours obligation proportionally due to reassigned time. Though reassignment isn’t spoken to specifically in 5.7.1.1, this provision (5.7.2) may only be necessary because it doesn’t specify that is applicable only to classroom Faculty.

5.7.3 is entitled “non-instructional faculty” which is another unfortunate term. This term refers to Faculty members whose primary assignment is *not* expected to be that of an instructor. 5.7.3.1 states that everyone who teaches must include at least one office hour per week for every three hours taught.

Remember that 40 hour work week we talked about? It is made up of 30 hours of primary assignable duties and 10 hours of everything else. Office hours are in the “everything else” pile. Office hours are required if you teach, not required if you don’t. But everyone is expected to perform duties during this “other” time. It is by virtue of the provisions of 5.7.4.1 that obligations to attend Department (Division?) meetings are validated contractually. Examples of duties that satisfy the requirements of this section include Department meetings, student/teacher conference hours, shared governance meetings and activities, student follow up, and community involvement. It is loosely enough defined that “other professional and academic activities” are included without greater specificity. Importantly, lab supervisors, college nurses, and librarians can expect 5 of these 10 hours to be assigned, bringing their total weekly assigned-hours obligation to a little over 38 ($35 \times 17.5 / 16$, rounded).

Article 5.8 defines assignment of the first 30 hours of one’s 40-hour workweek. It starts with a description of what the Lecture Hour Equivalent (LHE) is and goes on to describe relative “value” of each type of activity. All Faculty are expected to perform 30 LHE of work in any given Academic Year. This usually works out to be 15 LHE in each semester, Fall and Spring.

There are many types of instructional and non-instructional responsibilities listed in this section from 5.8.2 – 5.8.6. Lecture is valued at 1.0 LHE for each 17.5 hours student contact in any one semester. There are labs described in 5.8.3 that are valued at 0.85 LHE for every 17.5 hours of student contact per semester. Many labs are valued at 0.75 LHE as described in 5.8.4. Still other lab classes/activities are valued at 0.667 LHE for each hour of student contact per semester as articulated in 5.8.5.

For those of us who teach classes with a lab component, it is important that we do two things: 1) read and understand 5.8.2 through 5.8.5 as thoroughly as possible, and 2) analyze our own courses of instruction to determine if its assigned LHE value is correct. If you believe it is not, it is time for a discussion with your dean (more on that later).

5.8.6 describes duties valued at ½ (0.5) LHE. The assumption in all cases for 0.5 LHE assignments is that no quantifiable amount of preparation time nor any quantifiable amount of time for evaluation of student work nor follow-up of any kind will be required for *any* of these activities. Specifically included in these assumptions are the duties of lab supervisors (5.8.6.1), counselors (5.8.6.2—*remember how article 5 doesn't apply to counselors?*), librarians (5.8.6.3), short-term or long term “special project” work (5.8.6.4), and the college nurses (5.8.6.5).

5.8.7 speaks to Faculty who act as head coaches. In addition to the LHE for teaching the class(es) associated with the sport, 5.8.7.1 states that head coaches are to receive 2.0 LHE during the period the sport is in season and 2.5 LHE during the period the sport is off season. This is to equal not more than 4.5 LHE during any one academic year. 5.8.7.2 speaks to assistant athletic directors, who are granted 7.5 LHE reassignment per semester.

5.8.8.1 re-states the 15 LHE per semester requirement and gives it a new name: “required load.” It also states that Unit Members may also be assigned overload classes/hours. 5.8.8.2 states that unit members “may be assigned more than 15 LHE in a semester if necessary to complete required load.” Essentially this means that a small amount of overload can be compulsory, but only as necessary to see to it that the Unit Member does not fall below 15 LHE for the semester.

5.8.9 is where the real fun begins: *Assignment of Classes*.

5.8.9.1 through 5.8.9.5 show the steps to be utilized each semester, Fall and Spring, to determine classroom (teaching) load. 5.8.9.2 tells us Unit Members (full-time Faculty) get classes first for required load (first 15 LHE). 5.8.9.3 states Unit Members (full time Faculty) get classes second to fill any desired overload. 5.8.9.4 specifies that Adjunct faculty get whatever's left. 5.8.9.5 states that any classes that become available after assignments have been determined are to be offered first to full-time faculty. These few provisions are not usually cause of much confusion or contest at all. It's quite simple: Full timers first, then part timers. The contentious part, or at least the most *potentially* contentious part comes in at 5.8.9.6:

“5.8.9.6 Changes to an assignment will be made *only* by mutual agreement of the Unit Member and the dean.” (Italics added for emphasis.)

If any of us were to refuse to teach a class after it had been assigned and we had agreed to that assignment, it could be argued credibly that we had harmed the District. Similarly, if the District cancels a class any of us is counting on teaching, and that we had already devoted untold hours of work preparing for, the Faculty in question has been harmed. It doesn't matter why it was important to the Unit Member; be it be for scheduling reasons, monetary reasons (especially in cases of overload), or any other reason. **A cancelled class constitutes a harm.**

Most of the language we see in article 5 came to exist when the LHE system of Faculty load came to replace the archaic regulation R-4136. In February of 2008 we signed the pivotal Workload MOU. Near that time, parallel negotiations with adjunct faculty resulted in a clause in their contract that states, “A full-time faculty member may bump the assignment of a (part time faculty member) only if the class or classes are needed to fill out his/her full-time teaching load.” (Adjunct faculty contract, page 12, Article 6.5.) That the District agreed to this clause in the adjunct faculty contract boggles the mind. It was agreed to at a time when the *existing* full-time faculty contract included somewhat different language than it does now. It spoke to full-time faculty having the first right of refusal of “all paid extra-duty assignments.” This language was further strengthened by an arbitrator's decision that said a cancelled class afforded one of our Unit Members the right to bump the assignment of adjunct—whether for full-time load *or* for overload. So the District found itself in a conundrum: *Which contract do we violate when we cancel a class?*

We were asked, in the process of negotiating the provisions of the Workload MOU, if we could give the District an “out.” We tried to find a way to legitimately and thoughtfully meet their needs without giving up our rights.

What we settled on was the language in 5.8.9. Full time faculty have first priority (though now spelled out in different language) and changes to assignment will **not be unilateral**. Yes, this applies to class cancellations. Indeed, it is a direct violation of our Agreement (contract) with the District if the Administration cancels your class without discussing it with you first. Further, if after discussing it with you it is found to be impossible to find a solution that is acceptable to both sides, what was agreed to originally (your original assignment) takes precedent.

So, while our contract does not explicitly grant us bumping rights over adjunct faculty, and the *adjunct* contract seems to protect them from it to a certain extent, we have first priority in assignment *and* protection of that assignment from unilateral changes. Our charge is to make sure the contract is followed in the manner the language intended until and unless some subsequent change is made in the normally occurring process of negotiations.

5.8.10 gives further specifications regarding overload assignments. One of the key provisions is that none of us is entitled to teach in excess of 10 LHE overload without VP approval. Also, as stated in 5.8.10.2 – 5.8.10.4, full time Faculty from the Department get overload preference (vs. full-time faculty from other departments) with adjunct faculty being assignable only after full-time faculty have been satisfied.

5.8.11 speaks to “load balancing.” This is not used often, but may be a solution to the District’s inability to fully load a Unit Member in any given semester. In that event, a Unit Member may be allowed to teach less than a full-time load for one semester, followed by a greater-than full-time load the next. Again, this is not used often and is subject to VP approval.

Article 5.9 tells us about a committee that has never been formed or convened in the 9 years that we have been living under the LHE paradigm. This “Lecture Hour Equivalent Oversight Committee” (LHEOC) was conceived as the arbiter of disputes in LHE value for particular courses. This was to be employed only after a Unit Member had identified a course or courses with which they are dissatisfied with the LHE value *and* they have been unable reconcile the matter through discourse with their dean. It is a testament to the fundamental, if imperfect, fairness of the LHE system that no one has sought to resolve a dispute in this way.

That’s it. Article 5.

Thank you for your attention and for reading through this lengthy epistle. Please join us at our regularly scheduled CCFA Representative Council meetings if you have questions or concerns. Additionally, you may contact your CCFA Representative, any member of the Executive Board, Negotiating Team, or Contract Committee if you prefer.

Yours in Unity,

— Dave Brown

Chief Negotiator
Citrus College Faculty Association