

## ARTICLE 6: WORKLOAD

**6.1 FULL-TIME STATUS:** The basic computational unit used in determining faculty workloads is the Faculty Load Credit (FLC), defined such that a full-time unit member will be expected to provide services corresponding to thirty (30) FLCs per year. Unit members who are employed less than full time, but who are paid on the basis of the regular academic salary schedule, shall be expected to earn a proportionately reduced number of FLCs per academic year. The maximum number of FLCs assigned to a unit member in any semester will be eighteen (18), except as mutually agreed upon by the unit member and the District.

**6.1.1** The Faculty Load Credit (FLC) Allocation is listed in Appendix F. Increases in the FLCs in the Laboratory Assignment Schedule shall be effective Spring 2022. The parties shall appoint a committee to study further increases to these allocations as well as to other lab classes.

**6.2 DESCRIPTION OF FACULTY DUTIES:** While this Article deals with teaching, counseling, and learning resources assignments, these specific activities comprise only a portion of the responsibilities assigned to unit members who are paid on the basis of the regular academic employee salary schedule. Other activities that make up the remainder of the assignment of such unit members are listed in the following appendices:

1. Appendix D-1 (Duties and Responsibilities of Instructors)
2. Appendix D-2 (Duties and Responsibilities of Counselors)
3. Appendix D-3 (Duties and Responsibilities of Librarians)

**6.3 NUMBER OF PREPARATIONS:** Workload relative to the number of preparations shall be fair, reasonable, and equitable according to conventional past practices within the relevant disciplines or groups of disciplines. It is understood that the provisions of Section 6.3 and 6.3.1 shall not be subject to the grievance procedures of Article 17.

**6.3.1** Disagreements about the number of course preparations required of a faculty member for a particular semester are to be resolved through informal meetings of the affected faculty member and the appropriate Dean. Either party may invite a member of the staff to assist in the resolution. Disagreements, which cannot be resolved in this manner, may be forwarded to the next administrative level for resolution. Disagreements not resolved at that level may be forwarded to the College President for final resolution. Appeal to the College President concludes the process for resolving disagreements about the number of course preparations. This procedure applies only to this section of the contract, unless specifically cited elsewhere.

**6.4 EVENING COURSE ASSIGNMENTS:** Normally, regular full-time academic instructors will not be assigned to more than one evening course as a part of their regular load, unless they request such an assignment. However, in circumstances where it is necessary to add an additional evening course in order to complete a full assignment, such additional evening course assignments may be made, provided that such additional assignments are fair, reasonable, and equitable according to conventional past practices within the relevant disciplines or groups of disciplines. It is understood that the provisions of Section 6.4 and 6.4.1 shall not be subject to the grievance procedures of Article 17.

**6.4.1** Disagreements about the number of evening course assignments required of a faculty member are to be resolved through informal meetings of the affected faculty member and the appropriate Dean. Either party may invite a member of the staff to assist in the resolution. Disagreements, which cannot be resolved in this manner, may be forwarded to the next administrative level for resolution. Disagreements not resolved at that level may be forwarded to the College President for final resolution. Appeal to the College President concludes the process for resolving disagreements about the number of evening course assignments. This procedure applies only to this section of the contract, unless specifically cited elsewhere.

**6.5 WORKLOAD PILOT PROJECT:** The District and AFT shall implement a two-year pilot program utilizing the process set forth in this Article for the allocation of professional responsibilities. The pilot

program shall be conducted in the 2022-23 and 2023-2024 academic years. During the period of the Pilot, subsection 6.5 supersedes any conflicting provisions of Article 6, and replaces Appendices D-1, D-2 and D-3. Preparation for implementing the program will take place in the 2021-2022 academic year, including the development and review of faculty members' initial professional responsibility plans, as described in this Article. This pilot shall automatically sunset, if not continued by express mutual agreement of the parties. The parties shall reopen the contract to negotiate possible continuation of the program no later than February 2024. During the period of the pilot, the provisions of this program shall not be grievable. A single District-wide committee consisting of the president of the AFT or designee, the District Academic Senate president or designee, the Director of Human Resources or designee, and the Vice Chancellor of Educational Services and Planning or designee, will provide guidance and settle any disputes that arise during this two-year pilot period.

Full-time faculty members shall participate in a range of professional responsibilities. These professional responsibilities are in addition to classroom time, preparation and grading time, and office hours. Participation, to be initially determined by the faculty member, subject to limited review by the supervising Dean as summarized in this Article, may include but is not limited to the committees and activities listed in the table below. First-year contract faculty are not otherwise subject to the terms of this Article, and will work with their deans in taking on an appropriate level/type of professional responsibilities that allows them to focus primarily on teaching.

The faculty member will create a professional responsibilities plan ("Plan") by selecting items from the table below that they will perform over the academic year. The Plan will describe the professional responsibilities with specificity. For example, activities related to course development will identify the specific course; similarly, activities related to training will describe the subject matter and general scope of the training. Professional activities that depend on appointment by the Academic Senate may only be included in a Plan if the appointment has already been made. Activities that depend on dean approval (e.g. program coordination) may only be included after securing dean approval.

The professional responsibilities are divided into four (4) tiers, the activities under each tier will be given different numbers of points. The professional responsibilities plan will need to include a mix of activities with a minimum combined points of value within the range of 6-7 points each academic year. Where a faculty member's particular professional activity could fall under more than one of the activities generally described in the table, it will be counted once, under the activity with the highest point value. Activities that have an assigned FLC value in Appendix F, or activities for which a faculty member is receiving release time, shall have a point value of "0". The faculty and unit administrator may jointly include items that are not on this list and add them to one of the tiers.

Once the faculty member has created a draft Plan, the member will submit it to their dean for review and approval. Plans for the following academic year will be submitted for review no later than May

1. Plan's shall be approved unless one of the following applies:
  - a) The Plan includes activities for which there is no institutional need during the academic year covered by the plan. For example: A Plan includes evaluation of tenured faculty and no tenured faculty evaluations are scheduled for this period. In this case, the Dean will advise the faculty member that a chosen activity is not available and the faculty member will revise the plan accordingly.
  - b) The Plan includes activities for which the demand exceeds supply. For example, multiple faculty include in their plans writing a new course curriculum for the same course. In this case, the dean will inform all faculty interested in this activity, and request that they resolve among themselves who will take on this particular activity. If the faculty are unable to resolve among themselves, the dean will make the assignment and instruct the others to revise their Plans.

- c) There is an institutional need for a professional activity that an insufficient number of faculty have included in their Plans. For example: there is need for a particular curriculum review that no one has included in their Plan. In this case, the Dean will first ask for a volunteer to modify their Plan. If that fails, the Dean may assign the activity. However, a dean may not require a faculty member to serve on more than two tenure review committees, or more than 2 hiring committees in an academic year, even where the total points do not exceed 7 points. The assigned faculty member may then, at their sole discretion, determine what to delete, of the same point value, from their Plan. This same approach shall be used if an urgent, unanticipated, institutional need arises after the academic year has begun. An “urgent” institutional need is one where, if not addressed, the District will: 1) be in violation of law; or 2) be unable to proceed with a hiring process. No faculty member will have their professional plan involuntarily adjusted in this manner more than once during the period of the pilot program.

If there is a specific, time sensitive need for the faculty member to provide all of the existing services on the member’s plan, the dean may request that the member not delete any activities, so long as the total point value does not exceed 7. Any additional assignment that results in an increase in points may be appealed to the pilot review committee. If the faculty member is requested by the dean not to delete any activities resulting in a plan that exceeds 7 points, and the faculty member agrees to do so, the faculty member will be compensated for the additional service at the special rate for the actual hours spent. Alternatively, faculty requested to exceed the point requirement in year one of the pilot may opt to receive credit for the following year. No faculty member can be required to exceed more than 7 points in an academic year. If the dean does not request additional service, the faculty member may choose, at their sole discretion, not to delete any activities from their Plan. However, such voluntary additional service does not result in additional compensation.

Nothing in the Plan development and approval process precludes a dean and faculty from mutually agreeing to modifications to a Plan after the academic year has begun to address new opportunities or areas of need.

The parties further agree that annually, no later than June 15, each faculty member shall prepare a brief professional responsibility report covering each professional activity included in that year’s Plan. The report shall include: 1) The specific project or activity undertaken; 2) The status of the project or activity at the time of the report; 3) Whether the expected progress on the project or activity was made; and 4) If the expected progress was not made, why not. The Report shall be submitted to the faculty member’s supervising dean and included in the faculty portfolio as part of the faculty member’s evaluation.