

## District/CCFF 2021-2024 CBA Q&A

### Article 4 Assignment

- 1. Is it correct that FT faculty are no longer required to spread their 12 TUs in summer over multiple sessions?**
  - Article 4.8.1 c. states c. "The maximum teaching load for an instructor during the entire summer term shall be twelve (12) teaching units."
- 2. If a course is offered as "hyflex" or "hybrid" and the faculty member doesn't show up in-person per the schedule, should the instructor be marked absent?**
  - Correct, the instructor should be marked absent. Hybrid instruction includes a combination of on-site and online instruction.
- 3. Can faculty teaching a "hybrid" course switch the online/on-campus days listed on Schedule+ to accommodate personal preference or illness?**
  - No. The schedule is for the students' instructional needs. Faculty are provided with illness leave which can be used for personal necessity, and should use that leave when the need arises to be absent, and sub coverage is necessary.

### Article 11 Department Chair Selection/Responsibility/Compensation

- 1. Article 11.1: First sentence of second paragraph is missing the section info: ..as indicated in section (?) are...**
  - Thank you for the correction, so noted.
- 2. Article 11.1: Opening paragraphs state reassigned time and stipends are given to fulfill the responsibilities listed in Article 11.1(a-e). Does this mean those choosing to receive the optional summer stipend (Article 11.2) can be required to work on scheduling, staffing, planning, budget, and division relations as listed in 11.1(a-e)? Would this affect their stipend if they refuse and how will that be calculated?**
  - Department chair summer stipends are to conduct department chair work, which include 11.1 (a-e). 11.1 clearly states the reassignment time and stipends are granted so that the department chair will be able to fulfill the chair's leadership responsibilities and perform the college's operational duties in a timely manner.
  - Summer stipends are to continue work, and acceptance of the summer assignment comes with the acceptance to work during the chair's availability for the session or sessions worked as noted in 11.3.f, when a sitting chair chooses to work only one of the summer sessions, then the summer stipend will be prorated accordingly.
- 3. If not required to perform duties listed in Article 11.1(a-e), then what specific duties are they required to perform and how is that documented?**

- The language in sections 11.1 (a-e) provides a variety of delegated assignments which address the educational of students and operational needs of the campus. If clarification on a specific assignment is necessary, communication with the dean/area manager or appropriate vice president is critical.

**4. Will the department chairs be informed they are paid during the summer to work on the schedules being built? If they do not comply, are they still paid for full chair duties? What are they receiving a stipend for if they are not following their contractual obligation?**

- Department chairs need to work with their Dean/Area Manager regarding their summer assignment. Summer stipends are to continue work, and acceptance of the summer assignment comes with the acceptance to work during the chair's availability for the session or sessions worked as noted in 11.3.f, when a sitting chair chooses to work only one of the summer sessions, then the summer stipend will be prorated accordingly. It is important to note that the past practice is that summer pay for chairs is the continuance of work but not that it is the exact same work done in fall and spring semesters. Therefore, communication with the Dean/Area Manager regarding summer work assignments is critical to prevent any misunderstanding.
- Payment for incomplete work or work not done is a gift of public funds and deemed an overpayment of wages. Both federal legislation like the Fair Labor Standards Act (FLSA) and state labor and employment laws give employers the right to recover an overpayment in full. California Labor Code §221, stipulates that it is unlawful for an employer to collect or receive any part of wages already paid to an employee. However, the law does allow for an employee to voluntarily agree to repayment of any overpaid wages as long as the employee's wages are not reduced below minimum wage. When an employee is unwilling to establish a payment plan, the District can exercise its right to recover the wages through small claims court for wages under \$10,000, or through civil litigation for wages in excess thereof.
- If there are concerns regarding abuse of pay, these need to be reported to the Office of Human Resources or Business Services.
- Employees who would like to report information of an unlawful activity are encouraged to report it to (800) 78-CRIME, (800) 782-7463 or [www.wetip.com](http://www.wetip.com) ([We Tip - Cerritos College](http://www.wetip.com)). All contacts are completely anonymous.

**Article 12 Program Directors**

**1. Since program director responsibilities are clearly defined and delineated in Article 12.1.1(a-e), does this mean those choosing to receive the summer stipend, which is optional, can be required to work on those duties listed in 12.1(a-e)? Will this affect their stipend if they refuse and how will that be calculated?**

- Yes, program directors who opt to work in the summer can be required to work on the delineated duties outlined in 12.1.1 (a-e). If the program director is on a 10-month assignment, the program director must inform the appropriate dean/area manager if they will work in the summer. If the program director chooses to work only one of the

summer sessions, the stipend is paid according to the completion for the time served. Article 12.1.2.2 states "any Program Director, newly elected or sitting, **may elect not to work during the summer**. In such cases, the division Dean or Area Manager will take over summer Program Director duties." A program director who does not work in the summer does not receive the summer stipend.

**2. If not required to perform duties listed in Article 12.1(a-e), then what specific duties are they required to perform and how is that documented?**

- The language in sections 12.1 (a-e) provides a variety of delegated assignments which address the educational of students and operational needs of the campus. If clarification on a specific assignment is necessary, communication with the dean/area manager or appropriate vice president is critical.

**Article 13 Temporary Part-time Faculty Reemployment/Assignment**

**1. The refusal of department chairs to work on scheduling during the summer has resulted in a change in the overall scheduling timeline. Currently, the deadline for PT schedule availability forms for fall is the Friday of the first week prior to the spring semester. However, the first draft of fall 2023 is due to Academic Affairs in December. Will the deadline dates for the schedule availability forms be adjusted or does Academic Affairs prefer to have all potential PT faculty teaching slots assigned to "Staff" and changed on following drafts?**

- As the deadlines to provide the availability forms are prescribed in the contract, an MOU between CCFF and the District would need to be signed in order to change or adjust the deadline. Otherwise, the classes would be marked as "staff."

**Article 14 Student Hours (Regular and Summer)**

**1. For PT Office hours, when the contract mentions teaching "less than one unit" or "more than three units" are these referring to Teaching Units (TUs) or Carnegie units? CTE areas have classes which may only be worth 2 Carnegie units, but worth 4.5 teaching units--this would make a difference in the number of office hours.**

- It refers to teaching units (TU).

**2. If teaching a portion of a class, are the hours based upon the whole class or just the portion they are teaching?**

- It is based on their individual assignment per their TU.

**3. Please validate that part-time faculty teaching both credit and non-credit courses, qualify for office hours under each category.**

- Yes, they do.

**4. Can FT faculty shift their posted office hours or should they be marked absent? The office hours are included in their total weekly workload; they aren't allowed to shift their classes to different days.**

- In case of an emergency or unforeseen circumstances, FT faculty may inform their Dean/Area Manager about the change, as well as their students.
- 5. Can PT faculty change office hours after they have been approved by the Dean/Area Manager?**
- With Dean/Area Manager approval, PT faculty can change their student hours post approval.
- 6. Will Payroll pay part-time faculty for student/office hours during the same month if the third Thursday occurs after Payroll's deadline for submission of those hours?**
- Yes, as long as the hours are submitted the next day and/or payroll has not produced (the production date may change due to holidays or by LACOE)
  - According to Payroll, part-time faculty are generally paid on time. If there is a delay it is due to the department making changes and handing them in late.
  - For the start of Fall (August) and Spring (January), pay is late because there is still a lot of movement going on with classes. We don't want to pay **student/office** hours if a class has been cancelled.

**Article 16 Evaluation**

- 1. Language in Articles 16.2.5/16.2.6 and 16.6.5/16.6.6 seems to conflict with the last sentence found in the "Note" section below the Dean/Area Administrator signature on the evaluation form which states, "The Dean/Area Administrator must sign the evaluation prior to presentation to the evaluatee. Could HR please explain the process and provide a signatory order for faculty evaluations?**
- Faculty are advised to follow existing division practices until the District and CCFF are able to determine an appropriate course in future scope of bargaining.
- 2. Signature on the evaluation form - We have always had the evaluation team followed by the dean sign per the wording on the evaluation form. After the dean signs, the evaluation then goes to the evaluatee for their signature. We are being told this way does not follow the contract. Please explain the signature process. The understanding is once the evaluatee signs the evaluation, it is a done deal and can't be adjusted if errors or feedback is missing. NOTE: Dean/Area Administrator may sign as an evaluator or the signature may represent his/her acceptance of the evaluation. If the Dean/Area Administrator chooses to refer this report back to the Evaluation Team, such referral should be done on a separate memorandum from the Dean/Area Administrator to the Evaluation Team. Such referral will not become part of the evaluatee's personnel file. The Dean/Area Administrator must sign the evaluation prior to presentation to the evaluatee.**
- Faculty are advised to follow existing division practices for the signatory routing process until the District and CCFF are able to determine an appropriate course in future scope of bargaining.

**The understanding is once the evaluatee signs the evaluation, it is a done deal and can't be adjusted if errors or feedback is missing.**

- A signature on an evaluation form is merely an acknowledgement of the document and affords the faculty the right of response pursuant Education Code 87031, and as codified in Article 32. Faculty who have concerns regarding their evaluation are able appeal their evaluation to the Director of Diversity, Compliance, & Title IX on the basis of discrimination and equal employment opportunity. Moreover, 16.9 permits the filing of grievance by the faculty member for a violation of specific procedures and not the judgement, assessment and/or final determination of the evaluators.

#### **Article 18 Sick Leave**

**1. Does "excess sick leave" in 18.5.3 mean ["overload sick leave" + "summer session sick leave"] as defined in 18.2 and 18.3?**

- Excess sick leave means any sick leave more than 12 days per year.
- Overload and summer sick is accrued as regular until they hit 12 days. Anything over 12 is excess.
- Example:
  - 10-Month faculty:
  - Gets 10 days regular sick.
- Works overload and summer and gets an additional 3 days. 2 of the days are added to regular sick and 1 day is excess.
- This means that there is a cap to the maximum number of illness leave days available between summer session and overload. The cap is at 15, meaning that a faculty member is unable to accrue more than 3 additional days between the two sources of excess leave back accrual. Faculty need to understand that these excess accruals are beyond what the state leave provisions allow for, and as such deemed discretionary.

#### **Article 29: Reduced Workload**

**1. If a counseling faculty wants to take this reduced workload and meets the requirements of 55+ years of age AND 10+ years service credit AND been in their position for 5+ years, is there flexibility in the reduced workload and do they get to choose that OR is it a set percentage (such as say 50% workload)? And how long is it pending, meaning is it a permanent move or can the employee pick/choose to do a reduced workload back to full-time status, then back to reduced load? Finally, if someone does take this reduced workload, is the dept. able to back-fill with hiring a PT counselor to make up the time that was reduced? Finally, is this an option for classified employees also? I know it will come up for my classified and I want to know what I can tell them. Do they have an article 29 in their contract? And what about managers? Since there is no contract per se, has a reduced workload been available (or is available now) for managers?**

- Education Code section 22713 governs the Reduced Workload Program, which allows Defined Benefit Program members who meet eligibility requirements to reduce their

workload from a full-time position to a part-time position that is at least 50% of the time the employer requires for the full-time position.

- Faculty, including counselors or librarians, are eligible for Reduced Workload. Reduced Workload is a contractual obligation.
- The maximum duration for Reduced Workload is 5 years in accordance to Administrative Procedure 7210. The lowest percentage possible for Reduced Workload is 50%. A faculty member can choose between 1-5 years for the length of the Reduced Workload. This could be accelerated, but not expanded. I.e., if faculty member chooses 3 years for the duration, they cannot later change it to 5 years. The percentage of the Reduced Workload can change from year to year on a declining availability. Example - 80% load the first two years; 70% year three and 50% year four. Retire at the end of year four.
- Participation in the Reduced Workload Program must be exercised at the request of the member and documented in a written agreement between the member and employer. The agreement must be in effect prior to the start of the school term of the first school year for which the agreement applies.
- The application process is between the faculty member and STRS, Human Resources needs to aware in order to help facilitate the coordination between the division, payroll, and STRS certification.

#### **Termination of Participation in the Reduced Workload Program pursuant to CalSTRS Guidance**

- The agreement to participate in the Reduced Workload Program shall be terminated if any of the following occur:
  - i. The member's employment is terminated prior to the end of the school term. Termination of employment includes, but is not limited to, retirement, resignation or death.
  - ii. The member performs less than 50% of the days or hours the employer requires for full time in that position pursuant to Education Code section 22138.5.
  - iii. The member and employer mutually agree to terminate participation.
- The District is able to address staffing needs through the appropriate process within the department and its appropriate vice president.
- This work option is statutory for Faculty service in CalSTRS. Therefore, this is not available to classified employees, confidential, academic administrators, or contract management.