

**TENTATIVE AGREEMENT BETWEEN
THE COPPER MOUNTAIN COMMUNITY COLLEGE DISTRICT
TO THE COPPER MOUNTAIN COLLEGE FACULTY ASSOCIATION, CTA/NEA
July 27, 2023**

This tentative agreement between the Copper Mountain Community College District and the Copper Mountain College Faculty Association, CTA/NEA, is made expressly pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement between the parties. The following article shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

ARTICLE ~~8~~VIII:

Work Days: Full-time & Part-time Faculty

Section 8. 1. The regularly scheduled academic work year for Full-time teaching Faculty shall be 177 days. Fulfillment of the academic work year shall be met by a minimum teaching assignment of 30 SIUs and attendance at flex days and graduation.

Section 8. 2. The regularly scheduled work year for the Faculty Member positions designated below shall be as follows:

Counselor(s)	205 Days
Coordinator(s)	205 Days
Librarian	205 Days

Effective July 1, 2023, the regularly scheduled work year for the Faculty Member positions designated below shall be as follows:

<u>Counselor(s)</u>	<u>200 Days</u>
<u>Coordinator(s)</u>	<u>200 Days</u>
<u>Librarian</u>	<u>200 Days</u>
<u>Division Chair(s)</u>	<u>200 Days</u>

The above guarantees do not apply to specially funded positions (grants, categoricals); pursuant to Education Code 87470 the District may adjust the number of days and/or the hours worked for such positions from year to year.

Faculty on 205 day calendars shall have the opportunity to work a 4/40 schedule during the summer months. **Effective July 1, 2023, faculty on 200 day calendars shall have the opportunity to work a 4/40 schedule during all of the full five-day weeks in June and July.**

[* The parties acknowledge that the change from 205 to 200 work days for the above positions will result in a corresponding reduction in annual base salary.]

Section 8.3. Division Chairs: Division Chairs shall have a 205-day work year, with days assigned approved by the Vice President for Academic Affairs. If Division Chairs work days in addition to the 205- day work year, they shall be compensated at their prorated daily rate; Division Chairs must obtain prior written approval from the Supervising Administrator in order to be paid. Fulfillment of the 205-day work year by teaching faculty shall be met by assigning 28 work days in addition to the regularly scheduled academic work year in Section 1.

Effective July 1, 2023, Division Chairs shall have a 200-day work year, with days assigned approved by the Vice President for Academic Affairs. If Division Chairs work days in addition to the 200- day work year, they shall be compensated at their prorated daily rate; Division Chairs must obtain prior written approval from the Supervising Administrator in order to be paid. Fulfillment of the 200-day work year by teaching faculty shall be met by assigning 23 work days in addition to the regularly scheduled academic work year in Section 1.

Extended days for Faculty Members assigned to special projects shall be determined on an “as needed” basis by mutual agreement between the District and the Faculty Member. Such extended days will be assigned solely upon the District’s determination that there is a need for the special service.

Section 8.4. The number of Faculty duty days may be reopened by either party upon thirty (30) days written notice to the other, provided that such notice is given in the academic year preceding the year in which the proposed change is to take place and provided further that the notice is based upon a material change in circumstances.

Section 8.5. Full-time Faculty Members shall participate in designated six-hour-per-day flex days each semester. Full-time, non-teaching Faculty Members (e.g. counselors, librarian, etc.) may maintain their regular assignment in lieu of attending flex activities with the consent of the supervising administrator. Absent approval from the supervising administrator, Faculty absence from flex activities shall be treated as any other absence from work. Mandatory hours during All Staff/Flex days may be designated in advance by the District.

Section 8.6. Part-time Faculty Members may participate in flex and/or staff development activities up to sixteen (16) hours per semester. Such attendance shall be voluntary. Part-time Faculty Members shall be compensated for their attendance at the appropriate hourly lecture rate.

Section 8.7. Full-time and Part-time Faculty Members may request to attend alternative professional development activities in lieu of flex days. Such requests shall be in writing and approved by the Supervising Administrator at least ten (10) days prior to the scheduled flex day. Faculty attending the State Academic Senate Plenary or Curriculum Institute are automatically eligible for alternative flex and do not need pre-approval. Trainings mandated by Human Resources are automatically eligible for alternative flex and do not need pre-approval. The District and the Faculty Association shall mutually agree to the number of eligible flex hours for each training. Hours designated as mandatory during All Staff/Flex days are not eligible for alternate flex activities. Full-time Faculty who are approved for an alternative activity must still complete the required number of contract work days during the academic year.

Section 8.8. Full-time and Part-time Faculty who give presentations at flex shall receive two hours flex credit for each one hour of presentation, e.g., Faculty Member who gives a one hour presentation shall receive two hours of flex credit.

[...]

**ARTICLE 9IX:
Hours of Service**

Section 9.1. The standard workweek shall be Monday through Friday; no Full-time instructor shall be assigned to teach classes less than four, nor more than five workdays per week. **Effective July 1, 2023, full-time faculty who are scheduled to teach online and/or hybrid classes shall maintain a regular on-campus presence for a minimum of three days during the workweek inclusive of scheduled class meetings, college committee service, office hours, or other scheduled activities, unless otherwise agreed to by the full-time faculty member and the Supervising Administrator.** Subject to the foregoing, the Faculty Member and the Faculty Member's immediate supervisor will mutually agree on the assignment of Saturday class(es).

During any semester, if in the opinion of the Supervising Administrator the teaching assignment of a Faculty Member or members within their academic area is such that they cannot meet the requirements of this Section, the Supervising Administrator may suspend the requirements of this section for that Faculty Member or those Faculty Members. The District shall report each exception to the Association.

Section 9.2. The standard workweek defines the duty requirements for Full-time Faculty Members. The standard workweek is comprised of a variety of professional activities in addition to the Faculty Members' instructional assignments or, in the case of coordinators, counselors and librarians, their regular assignments. Such responsibilities include, but are not necessarily limited to, preparation for such assignments, evaluation of student performance, participation in student advisement, participation in Faculty and administrative committee assignments, curriculum development, maintenance of office hours, participation in consultations with students and assisting in the conduct of student co-curricular performances.

Section 9.3. In addition to their regularly scheduled teaching assignments, all Full-time Faculty Members assigned to classroom instruction, including on-line and hybrid instructors, shall post and maintain at least five (5) office hours per week based on an 18-week semester.

a. The total number of office hours corresponding to for courses of less than 18-weeks shall be **the same as those scheduled for full-term courses and conducted in alignment with the duration of the class offering pro-rated accordingly. Office hours for courses of less than 18-weeks shall be pro-rated accordingly.**

b. For overload courses, Full-time Faculty may do additional office hours in accordance with the calculation for office hours in Section 9.10. All Full-time Faculty Members shall be available to students by appointment and shall so notify students.

c. Effective July 1, 2023, full-time faculty may hold office hours online provided that they are conducted in designated chat rooms, at regular and specific times, and that access information to the online

session(s) is/are provided to the office of Academic Affairs. The number of office hours permitted online shall be consistent with the proportion of online to on-ground course assignments.

- d. If a Full-time Faculty Member's regular teaching load is reduced through reassignment or approved leave, the required number of office hours will be reduced based on a calculation of one (1) office hour for every three (3) SIUs pro-rated if necessary to an 18-week semester.

Section 9.4. All teaching loads for Full-time and Part-time Faculty shall be measured in Semester Instructional Units (SIU) as calculated per the following ratios:

<u>Type of Instruction</u>	<u>SIU Ratio</u>
Lecture hours – credit	1 : 1.00
<u>Instructional</u> Lab – credit	1 : 0.667
Non-credit <u>lecture and lab</u> courses	1 : 0.667
<u>Self-paced student lab oversight - non-credit</u>	<u>1 : 0.375*</u>
<u>*Effective July 1, 2023</u>	

Section 9.5. Full-time Librarians, coordinators, and counselors shall be assigned forty (40) hours per week. Full-time Counselors' workload shall be forty (40) hours per week: thirty-four (34) scheduled hours, two (2) hours of committee assignments, and four (4) hours of preparation time.

Effective July 1, 2023, full-time counselors, librarians, non-counseling coordinators, and counseling coordinators shall be assigned forty (40) hours per week as defined below:

- a. Counseling Faculty: Thirty-four (34) hours of direct student contact and/or other counseling duties as assigned by area administrator including departmental meetings, two (2) hours of committee assignments, and four (4) hours of preparation time.
- b. Librarians: Thirty-four (34) hours of librarian duties including direct student contact hours as assigned by area administrator including departmental meetings, two (2) hours of committee assignments, and four (4) hours of preparation time.
- c. Non-Counseling Coordinators: Thirty-four (34) hours of program coordination including direct student contact hours as assigned by area administrator and departmental meetings, two (2) hours of committee assignments, and four (4) hours of preparation time.
- d. Counseling Coordinators: Thirty-four (34) hours of program coordination as referenced in Article 15.12 including direct student contact which may vary throughout the academic year but will typically be 10-20 hours per week assigned by area administrator, departmental meetings, two (2) hours of committee assignments, and four (4) hours of preparation time.

Part-time counselors, coordinators, and librarians shall be compensated at the hourly lab rate.

With approval from the supervisor, full-time librarians, coordinators, and counselors may complete their weekly assignment, consisting of 5 work days per week, with a minimum of four (4) working days on campus and eight (8) hours remotely. This assignment will count as five (5) working days.

Section 9.6. For Full-time teaching assignments, the annual minimum workload shall be not less than thirty (30) SIUs. This shall be achieved through direct classroom instruction. Due to complexities related to course scheduling, classroom faculty can balance their load requirement over two (2) semesters in an academic year.

For Full-time teaching assignments, the semester maximum workload shall be not more than twenty-one (21) SIUs. The minimum annual load shall be thirty (30) SIUs; the maximum annual load shall be forty-two (42) SIUs. All SIUs assigned in excess of the minimum workload, as determined above, shall be compensated at the Part-time hourly rate. Compensation for Full-time teaching faculty overload shall be based on SIUs for a credit course. Compensation for non-credit assignments shall be based on actual hours worked for non-credit assignments. The maximum number of SIUs can be exceeded with the mutual agreement of the Faculty Member and the Chief Instructional Officer. The Association will be notified when such agreement occurs.

Full-time Faculty overload pay applies only to whole classes (whether lab or lecture or combination of both); portions of a class may be counted toward overload if the overload class is used to complete a full load as outlined in this section.

The provisions of this section shall not apply to summer session.

Reassigned time established by this agreement shall count towards the maximum semester workload.

Section 9.7. Full-time Faculty Members who qualify, and whose evaluations have been Satisfactory shall be provided an opportunity to accept or refuse appropriate overload or summer assignments before Part-time Faculty are assigned or employed.

Section 9.8 **Release and Reassigned Time**

a. The Academic Senate President and the Curriculum Committee Chair will be granted three SIUs (or 20%), release time, or overload, per week to fulfill their respective Academic Senate, which includes summer committee responsibilities.

Effective July 1, 2023, the Academic Senate President will be granted five SIUs (or 33.3) release time per week to fulfill Academic Senate duties, which includes summer committee responsibilities.

b. ~~Effective July 1, 2021~~ The Academic Senate Secretary will be granted one and half (1.5) SIUs (or 10%) release time, ~~or overload~~ per week to fulfill their respective Academic Senate Secretary responsibilities.

c. ~~The For academic years 2021-2022 and 2022-2023~~, Division Chairs will be granted either twenty percent (20%) reassigned time, or compensation once per week at an amount equal to their daily rate of pay, to perform the responsibilities of the position. If the daily compensation is elected, the 20% shall count towards the maximum semester workload.

Effective July 1, 2023, for the fall and spring terms, Division Chairs will be granted twenty percent (20%) reassigned time to perform the responsibilities of the position. The 20% shall count towards the maximum semester workload.

d. ~~Instructional f~~Faculty ~~m~~Members with substantial material ~~lead~~ responsibilities to outside regulating and accrediting agencies ~~will may~~ be granted appropriate ~~release-reassigned~~ time and/or extended days necessary to fulfill such responsibilities **if there is not sufficient time to complete the work during their contractual obligation, as determined through consultation among the unit member, District, and the Association.**

e. **Effective July 1, 2023, non-instructional faculty overload shall be permitted for the roles listed above provided that any hours of service during the regular work day that displace the individual's regular primary job duties are explicitly scheduled beyond the 40-hour work week to ensure that the contractual minimum is met.**

Section 9.9. Subject to District needs and/or legal requirements, requests for released or reassigned time may be initiated by the Faculty Member or the District. Such requests will be reviewed by the appropriate administrator or designee, and forwarded for final decision to the Superintendent/President. The amount of released **or reassigned** time, if approved, shall be consistent with the standard work week and contractually assigned workloads and must be based upon a showing of demonstrable enhancement of learning opportunities for students of the College and/or enhancement of institutional effectiveness. The Association will be consulted prior to any such release **or reassigned** time being implemented. This section applies to both Full-time and Part-time faculty.

Section 9.10. In addition to their regularly scheduled teaching assignments, part-time Faculty Members, including online and hybrid instructors, shall post and maintain office hours of thirty (30) minutes per week for each one-and-a-half (1 ½) course SIUs based on an 18-week semester. **The total number of Office hours for courses of less than 18-weeks shall be the same as those scheduled for full-term courses and conducted in alignment with the duration of the class offering, pro-rated accordingly.** Faculty who are assigned to open-entry, open-exit non-credit courses in the lab setting, without a lecture component, are not eligible for office hours.

Part-time Faculty Members will arrange the location of the office hour(s) with

the Academic Affairs office. Office hours shall be conducted at the site where class(es) are taught. Online instructors may hold office hours online; provided that they are conducted in designated chat-rooms, and at regular and specific times, and that access information to the online session(s) is/are provided to the office of Academic Affairs. To receive compensation for office hours, a Part-time Faculty Member must include the time, and place, and access information of office hours on the syllabus for the class, and must note failure to meet office hours on their timesheets.

The rate of compensation for the office hour will be the established lab rate. A Part-time Faculty Member who holds an office hour at the regularly scheduled time will be compensated for the office hour even if no students are seen during this time. Once set, office hour time, location, or modality may not be adjusted without supervisor approval.

Office hours will not be compensated if they are not served (e.g., while the Part-time Faculty Member is on leave) or if the college is closed on that day.

Section 9.11. For courses taught during summer or other intersessions, Full-time and Part-time Faculty Members, including online and hybrid instructors, shall post and maintain office hours of thirty (30) minutes for each one-and-a-half (1 ½) course SIUs. The total number of office hours for courses of less than 18-weeks shall be the same as those scheduled for full-term courses and conducted in alignment with the duration of the class offering. Faculty shall have no fewer than two (2) office hour sessions per week. Office hours shall be compensated at their hourly lab rate. If during summer session a Faculty Member teaches multiple courses, or teaches a course of more than 3 SIUs, the Faculty Member may elect to do at least a minimum of one (1) office hour each day the class(es) meet the number of office hours required for a three-unit course. If the Faculty Member elects this option, they shall notify the respective Dean of Instruction to reflect the reduced number of hours on the summer contract. The Faculty Member shall only be compensated for the actual number of office hours held.

Section 9.12. Load Banking for Full-time Faculty Members

1. Where a Full-time Faculty member assumes all or a portion of any assignment that is not part of the Faculty Member's regular contract workload, the Faculty Member may elect to "bank" or accumulate such assignment for future use in lieu of current compensation. Full-time faculty load banking applies only to whole SIUs.
2. Full-time faculty can have a cumulative maximum of nine (9) SIUs in the faculty member's bank which must be used within four (4) years of the earned assignment.
3. Faculty members who have "Released Time" as a part of their assignment may participate in load banking.
4. Banked assignments may be utilized in future semesters to affect an equivalent reduction of load.

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5. Usage Options:
 - a. Teaching Faculty Members: Depending upon the number of banked hours the compensatory time-off may be for all, or a portion of the banked SIUs.
 - b. Non-Teaching FacultyMembers: Faculty members, through the Association, shall develop a plan of usage of banked time with the immediate supervisor.
 6. A Faculty Member shall notify the immediate Supervisor, in writing, of intent to utilize banked leave not later than the established time of scheduling for the semester for which the SIUs is requested.
 7. The Faculty Member's request for banked SIUs must be approved by the Faculty Member's supervisor. Denial under this article shall be made in writing and shall not be arbitrary or capricious.
 8. If two or more Faculty Members from the same program apply for banked SIUs, and all cannot be accommodated, those Faculty Members who have not previously taken banked SIUs shall have priority in order of seniority with the District.
 9. Sabbatical eligibility, fringe benefits, retirement options, and District STRS and other payroll contributions will not be affected by participation in load banking.
 10. The District shall provide an annual statement of account to Faculty Members who have accumulated banked time indicating the amount of time banked as of the statement date.
 11. Faculty Members may cash out banked SIUs in whole increments at the part-time hourly lecture rate in effect at the time of the cash out request. Cash -out requests will be no sooner than the beginning of the following semester. The Faculty member shall notify their supervisor of the cash out request. Upon separation from the District, banked time will be paid to the Faculty Member (or his/her survivors) at the following regular payroll cycle.

394 **Section 9.13.**

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1. Full-time counselors, coordinators, and librarians are 40-hour per week employees and therefore the maximum number of hours a part-time counselor or librarian can work during a regular work week is 26.5 hours and 533 hours per semester in order to comply with the 67% limitation in Ed Code 87474.
 2. Summer term, outside of the regular work week, for part-time counselors and part-time librarians shall be either June or July of any given year as mutually agreed to between the employee and the supervisor. Summer term, even if in excess of 67% of the hours per week considered a full-time assignment for regular counselors or librarians, shall not permit the part-time member to acquire a


contract or regular classification.

Section 9.14. For Full-time Faculty who have both teaching and non-teaching duties the calculation for meeting the minimum load shall be based on the percentage of the duties performed compared to the 15 SIU load for teaching faculty, the 40-hour per week assignment of a Coordinator or Librarian, or the 36-hour per week assignment of a Counselor. If duties of the Full-time Faculty member exceed 100% of a combined minimum load the excess shall be paid as overload. For example a Full-time Faculty member who is teaching 9 SIUs has a 60% teaching load and is also performing 20 hours per week of Coordinator duties has a 10% or 1 ½ SIU overload.

Section 9.15. Compensation for Part-time teaching Faculty shall be based on the SIUs for the course, regardless of the number of days the class meets.

Signed and entered into this 1st day of August, 2023.

FOR THE DISTRICT


Randy Erickson (Aug 1, 2023 09:55 PDT)

Jenn Baker

FOR THE CMCFA




07-TA-Art-8-Workdays-9-Hours-2023-07-27-fin


Final Audit Report


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