

ARTICLE 12 WORK CALENDAR

A. The Academic Calendar for all members of the bargaining unit shall be established by the District after consultation with the Association. Changes in the established Academic Calendar may be made after consultation with the Association. The Academic Calendar shall contain the numbers of workdays set forth in this Agreement, and shall be consistent with this Agreement. The Academic Calendar shall include Thanksgiving, and winter recess.

Elimination of spring recess during the term of this contract, if spring recess is recommended to be eliminated by the Academic Calendar Committee, may only be done by written mutual consent of the District and the Association.

Service days for members of the bargaining unit shall be scheduled on weekdays immediately before or after instructional days.

A. The District shall establish an Academic Calendar Committee to prepare an Academic Calendar. The Academic Calendar Committee shall allow for representation by the Association. The Academic Calendar Committee shall prepare an Academic Calendar consistent with this Agreement and submit such Academic Calendar to the Chancellor for his/her consideration and later ratification by the Board.

ARTICLE 13 – WORKLOAD

A. Work Year

1. Instructional Faculty

The work year for all full-time instructional faculty shall be 177 workdays which shall include 170 days of scheduled classes, 3 (three) service days and 4 (four) flex activity days in each academic year.

2. Non-Instructional Faculty

The work year for all full-time non-instructional faculty shall be 200 or 221 days depending on assignment which shall include 3 (three) service days and 4 (four) flex activity days in each academic year.

The established work year schedule of any full time non-instructional faculty member may not be changed except in cases of mutual consent, documented college need, or emergency.

a. The base year of 200 days shall apply to unit members in the positions listed in Appendix G.

b. The base year of 221 days shall apply to unit members in the positions listed in Appendix H.

The scheduling of the 200 and 221 workdays shall be established by mutual consent between the faculty members and the supervisors by May 1 for the following year. If mutual consent cannot be reached, a mediation team composed of the supervisor, the faculty member, a CTA representative and the supervisor's supervisor. The CTA President within 10 (ten) days after receiving the notice of disagreement, shall arrange a meeting date and time agreeable to all four parties. 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.

3. Extended Work Year

With mutual agreement the District may extend the work year for 177 or 200 day 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-1) by 177 or 200 days as applicable to the employee's assignment.

4. Part-Time (Adjunct) Faculty

Part-Time faculty are employed on a semester-by-semester basis, at the discretion of the District. Those part-time faculty who have had satisfactory performance in their previous evaluation shall receive first consideration over newer part-time applicants for tentative assignments in courses previously taught by that part-time faculty member at that college.

B. Workweek/Workday

1. All Full Time Faculty

The workweek for all full-time faculty shall be 40 hours. Less than full-time faculty shall have a workweek of 40 hours prorated on the