

Did You Know?

The Phrase “Dean’s Right of Assignment” Is an URBAN LEGEND?

In our United Faculty contract (a legally binding document), the phrase “right of assignment” is only used in one place: Article 14.10 “Right of Assignment Upon Return from Sabbatical Leave,” which states that upon return from sabbatical, faculty assignments and responsibilities shall be the same as if they had not been on sabbatical.

Article 4: FACUTLY RIGHTS

4.2.1 Scheduling states: *The Immediate Management Supervisor (your dean) or designee shall collaborate with Unit Members through written communication or department meetings before and after decision making concerning scheduling and assignments.*

The TRUE “right of assignment” is YOUR right to collaboration in the scheduling process that “**will afford a bona fide opportunity for participation in the decision making process**” (4.2.2). The responsibility of collaboration is held EQUALLY by both parties.

We create our scheduled assignments for each semester in collaboration with our dean. THIS IS OUR CONTRACTUAL RIGHT. The dean does not get to create our assignments for us, and the dean cannot “force” us to accept an assignment, as this would violate contractually mandated collaboration.

CAN A DEAN JUST “DECIDE” FOR FACULTY? ONLY if there is contention between Unit Members.

Article 4.2.3 clearly states: *Any areas of contention between Unit Members shall be decided, upon due consideration, by the Immediate Management Supervisor.*

WHERE IS THE FOUR-DAY WORKWEEK MANDATE IN OUR CONTRACT? It’s not! This is another “urban legend.”

Article 5: INSTRUCTOR WORKLOAD

5.1.2.1 *Twenty-five (25) of the forty (40) hours shall be spent on campus as follows:*

5.1.2.1.1 *Regularly scheduled class activities, including field trips, and scheduled nonteaching assignments as described in Article 6 and Article 7, assigned as part of the regular contract workload.*

“Regularly scheduled class activities” pertains to a physical class and is specific to the day and time that will appear in the official campus schedule of classes. “Regularly scheduled class activities” does not mandate four days a week. If your regular load schedule consists of on campus classes conducted over the course of three different days, then you are only required to be on campus on those three days.

Article 5.4.2: *Assignments may be scheduled on any number of days during the week except Sunday and holidays not to exceed five (5). It is the intent of the parties that, as a first priority, classes will be assigned on Monday through Friday. However, it is understood and agreed that some classes may be required to be scheduled and assigned on Saturdays....*” The rest of this section describes the parameters of Saturday assignments.

Article 5.4.2 CANNOT be used to justify a four-day schedule. In reality, 5.4.2 only refers to the rare instance where there may be a Saturday assignment. The intent is that classes in general shall be scheduled Monday through Friday.

WHAT ABOUT MY ONLINE AND HYBRID CLASSES?

Article 22: DISTANCE EDUCATION

Article 22.1 “Distance Education” or “Distance Learning” is defined as any form, electronic or otherwise, of teaching and learning where the teacher and the student are not in the same room at the same time.

A virtual class (distance education: online and hybrid) is not taught on campus and is not listed in the schedule of classes as being accessible on campus. Therefore, virtual classes are “on campus” because they are provided through the campus server through an enclosed system that is managed by the campus and the District. Distance Education classes (online and hybrid) exist “on campus” in the virtual campus space.

WHAT ABOUT THOSE VIRTUAL OFFICE HOURS?

Article 5.2.5.5 distinguishes virtual office hours from on campus office hours:

A Unit Member assigned distance education courses as part of the regular contract workload shall be permitted to hold ‘virtual’ office hours proportionate to the percentage of load constituted by the distance education courses, rounded to the nearest half-hour. The virtual office hours shall be reflected on the Unit Member’s staff assignment sheet.

If your load is more than 60% distance education (online and hybrid) then you are only required to have two office hours on campus per week on two separate days “at the discretion of the Unit Member” (5.2.5.5.1 and 5.2.5.5.2).

ED CODE, TITLE 5 SECTION 55200 DEFINES DISTANCE EDUCATION

Guideline for Section 55200

Distance education encompasses any method of instruction in which the student and faculty are separated by time and/or distance. These methods include video, audio recordings, video conferencing, or other passive medium. No matter how the instruction is provided to students, all courses and instructional materials must be accessible. Fully face-to-face technology-enhanced courses are not distance education.

With 95% of distance education offered via internet-based interaction in the California Community Colleges, three categories of “online” education have been defined:

- *Fully Online (FO): all instruction, assessment and activities are online*
- *Partially Online (PO): online instruction with scheduled on-campus meetings and/or assessments*
- *Online with Flexible In-person component (OFI): online instruction with in-person/proctored assessment/activities at a flexible time and place*

IS THERE A LEGAL PRECEDENT TO BACK UP UF’S STANCE? YES!

PUBLIC EMPLOYEES RELATIONS BOARD (PERB): Decision No. 433

PERB issued a ruling in favor of Saddleback College faculty members and against their deans’ arbitrary whims to schedule faculty five days a week. Go to the United Faculty website to find the complete ruling on this case: ufnorthorange.com

***Does your dean still believe in the “right of assignment” misnomer?
If so, please contact UF:***

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