



As the College is currently engaged in creating the Spring 2020 schedule, AFA wishes to inform the faculty that it has received an increasing number of reports from contract and adjunct faculty members regarding irregularities in determining their contract schedules as well as their hourly assignments. AFA's evaluation of these situations leads to our conclusion that clarifications of Article 16: Hourly Assignments are in order.

Article 16 provides a measure of earned job security for faculty members performing hourly assignments. The principles underlying these protections include a demonstration of satisfactory job performance, length of service, and the predictability that attaches to the concept of established load.

It is a grievable violation of the spirit of the article to provide for hourly assignments ahead of contract load assignments. Per Contract, hourly assignments are all assignments that remain after contract faculty assignments have been determined.

It is also a grievable violation of the spirit of the article for a person higher on the length-of-service list to not receive a workable offer of an assignment while someone lower on the length-of-service list is offered something that the more-senior person stated a preference for.

The irregularities that we have seen sometimes cite as justification the District's "right of assignment," or that the Contract explicitly states that a faculty member is entitled to load but not specific assignments at specific times or places. While these points are true, they do not justify consideration of hourly assignments ahead of contract load assignments, or offering load to a person who has explicitly stated that such an assignment lies outside of his or her possible teaching times or other preferences unless there are no assignments available that would satisfy stated preferences.

Another cited justification for such irregularities is that while the irregularity may violate the spirit of the Contract, violations of the spirit of a contract are not grievable. This is false. Violations of the spirit of a contract are in fact grievable. Further, Article 16's opening sentence makes an assertion of spirit: "AFA and the District recognize that the hourly assignment process must reflect a spirit of fairness, lack of bias, and transparency toward faculty members filling those assignments."

Addressing program needs sometimes means that the only way to cover all classes and services while meeting established load requirements results in someone lower on the LOS list getting an offer that someone higher on the list would have preferred. In our experience, it helps tremendously to give that more-senior person a heads up and an explanation before the schedule is finalized. When faculty members know why things turn out as they do, they are typically understanding.

All Faculty Association
Santa Rosa Junior College

