

# District Response – Article 13-1 Part Time Reemployment Preference

May 16, 2023

13-1.A. Preamble – This procedure outlines the protocol for assignments to part-time faculty in the event of a reduction of hours available. Reduction in the number of hours occurs when there are overall cuts to funding or program or when there are significant shifts in priorities for class offerings or programs.

## 13-1.B. Definitions and Applicability

1. Part-time Faculty. This procedure applies to those temporary, part-time faculty members who are currently employed by the District. It does not apply to:

- Retired faculty re-employed as part-time faculty
- Faculty hired on or after July 1, 1997 either (a) on an emergency basis, (b) as a faculty intern, or (c) through a process other than the usual one
- A temporary, part-time faculty with four or fewer semesters of service unless ~~they have-he/she-has~~ been evaluated as satisfactory.

2. Currently Employed. A part-time faculty member is considered currently employed if ~~they-he-or-she~~:

- ~~HaveHas~~ load for the current semester, or
- ~~AreIs~~ on approved leave
- ~~Does~~ not have load in the current semester, but had previously established a reemployment preference and who did not have a break in service ~~as defined in 13-1.H an assignment for a period of not more than four semesters due to a lack of available hours~~, or
- ~~HaveHas~~ a pattern of alternating assignments for at least three semesters (e.g., each spring semester but no load in fall).

3. to 7. no change

## 8. Course Equivalency.

- For the purposes of making instructional assignments, certain courses may be deemed equivalent. Management will publicize these equivalencies one full semester in advance prior to making assignments and apply them consistently.
- Equivalence, for this purpose, is intended to include updates to course outlines including course ~~names~~ titles, ~~numbers,~~ hours, or details such as SLO and activities used. Courses with updated subject codes and/or course numbers shall also be considered equivalent, if they are deemed equivalent for student enrollment purposes.

### 13-1.C. Establishing Re-employment Preference

Establishing Re-employment Preference - In order to establish a re-employment preference to a particular assignment, a part-time faculty member must have met the following conditions:

- An Assignment Preference Form has been submitted by the established deadline
- The most recent evaluation had an overall rating of Satisfactory or Satisfactory but Needs Improvement
- Prior assignment:
  - For non-credit instructional assignments in ~~Consumer Education~~, Child Development, ~~ESL including Institute for International Students~~, and Transitional Studies, and credit or non-credit instructional assignments in ESL including the Institute for International Students, any prior assignment in the discipline in which modal load has been established.
  - For credit instructional assignments in ESL, any prior assignment in which modal load has been established.
  - For all other instructional assignments, faculty must have taught the course or its equivalent\* twice within the last ten semesters. Service as a day-to-day substitute does not count as teaching a class.  
\* Courses that are deemed equivalent must be publicly listed in advance and consistently applied.
  - For library assignments, faculty must have performed the activity (e.g., cataloging, reference, acquisitions) once within the last ten semesters.
  - For counseling assignments, faculty must have performed the activity at least once within the last ten semesters.

13-1.D. Application of Re-employment Preference - Every semester, the Employee Relations Office will develop seniority lists for each of the departments. These lists will be reviewed and approved by the Union.

~~After management or designee has determined the number and distribution of assignments for an upcoming semester, assignments shall be made to those part-time faculty members that have established a re-employment preference to those assignments according to their seniority and modal load, as defined above.~~

1. After management or designee has determined the number and distribution of assignments for an upcoming semester ~~and assignments made to full-time faculty~~, assignments shall ~~first~~ be made to part-time faculty members that have established a re-employment preference to those assignments. Assignments shall be made to those part-time faculty according to their seniority up to their modal load, as defined above. Should remaining assignments be available after the application of re-employment preferences, remaining assignments shall be made to ~~for~~ part-time and full-time faculty according to Article 13.B.1.

2. If there is a reduction in the assignments of part-time faculty members to a course that is also taught by full-time faculty members on an overload basis, the reduction in the assignments to part-time faculty members shall generally not exceed the proportionate reduction of overload hours assigned to unit members in that discipline or subject area. For example, if four sections of a course are currently offered, with two taught by part-time faculty members and two taught by full-time faculty members as overload assignments, and the determination is made to offer only two sections in the next semester, then one of those two sections must be assigned to part-time faculty.

3. Management is not required under this Article to split a class in order to meet a faculty member's modal load.

13-1.E. Remedy – When preference to an assignment under this Article has been improperly denied, the Grievant shall be entitled to treatment in the subsequent semester as if the appropriate assignment had been made (i.e. semesters of service, mode, median, current status). In addition, other remedies shall be granted to make the person whole, such as: one of the following remedies shall be granted:

1. Provided that the remedy can be implemented prior to the beginning of the assignment to which preference was denied, tThe Grievant shall receive the percentage of a full-time load he/she they would have received but for the improper application of this Article; provided, however, the specific assignment shall be determined by the District in accordance with the Contract.

~~2. When the remedy is not implemented prior to the beginning of the assignment to which preference was denied, the remedy shall be limited to the following:~~

~~2.1~~ Continuation of medical benefits at the District's expense provided the Grievant was eligible for and received such benefits in the prior semester; that the Grievant would have been eligible for medical benefits had the appropriate assignment been made. and further Employer and employee contributions provided that the cost of dependent care benefits, if any, shall be paid in accord with Article 21.B.3.

~~3.2~~ Assignments in subsequent semester(s), in addition to any assignment to which the Grievant may otherwise have preference under this Article, until the missed assignment has been worked, provided an assignment is available for which the Grievant is qualified; and further provided that, in no event, shall such assignment(s) together with all other assignments received by the Grievant exceed 67% of a full-time load within an academic year.

4. Other remedies by mutual agreement of the parties.

13-1. F. Exceptions – This Article shall not apply with respect to the following:

1. Site supervision.
2. Categorically/grant-funded non-instructional assignments other than counseling, library, and student health assignments.
3. Contract Education ~~and Community Services~~ assignments, ~~that are not in existing subject areas or departments~~ other than those to class sections of existing courses.
4. Not-for-credit assignments through Continuing Education.
45. A temporary, part-time faculty member with four or fewer semesters of service unless ~~he/she has they have~~ been evaluated as satisfactory.
56. A temporary, part-time faculty member whose services are terminated for reasons other than lack of an available assignment. (Ref. Article 13.E)
- ~~6. Overload assignments to courses not taught by hourly faculty twice in the last ten (10) semesters will be excluded from consideration in C.~~
7. Retired faculty re-employed as faculty, whether previously employed as full-time or as temporary, part-time.
8. Graduate students hired on or after July 1, 1997, as faculty interns; other temporary ~~hourly part-time~~ faculty hired on or after July 1, 1997, on an emergency basis; and all other temporary ~~hourly part-time~~ faculty hired on or after July 1, 1997, whose hiring was not through the usual process. This exclusion does not apply to any faculty under this section who are subsequently selected for employment under established hiring procedures.

13-1.G. *No change*

13-1.H. Break in Service – A break in service for purposes of reemployment preference shall be defined as absence for a period of more than ~~four (4) six (6)~~ consecutive semesters (a one-month grace period shall be given). This is effective for absences beginning Fall 2020. Following such break in service, the employee must reapply for and be placed on the part-time pool list for the department or subject area in order to be eligible for reemployment. Modal or median load must be reestablished and will be based on the employee's assigned load for semesters of service following the break in service.

13-1.I. Recall

1. Temporary part-time faculty who have acquired a reemployment preference under this article and who are not currently employed due to a lack of available hours shall retain their reemployment preference right under this article unless they suffer a break in service as defined in Article 13-1.H for up to four (4) semesters.\*

2. Temporary part time faculty who wish to invoke their right under this recall provision shall notify their Department Chair in writing as soon as possible, and no later than the first week of instruction that they wish to be considered for future assignments in the next semester. The notification will include information as to where the Department Chair may send a preference form. Re-notification is required each succeeding semester in which faculty seek to invoke their recall right.

3. Department Chairs will provide a preference form to temporary part time faculty who have complied with the notification requirement. Part time faculty are required to turn in their preference form in the same manner and by the same deadline as current employees.

---

District accepts proposal to update references in the following sections:

#### ARTICLE 17

##### 17.C.2

Earned sick leave which is not used may be accumulated indefinitely from one year of service to the next year and may be used as required during such subsequent years of service. Part-time unit members' accumulated but unused sick leave is lost after a break in service as defined in Article 13-1.H of more than sixfour consecutive semesters. A one-month grace period shall be allowed.

#### ARTICLE 20

##### 20.C.2.1.3.

Effective Academic Year 2000-2001, a break in service shall be defined as absence for a period of more than four consecutive semesters (a one-month grace period shall be given). For purposes of this section, following such a break in service as defined in Article 13-1.H, the employee shall revert to third semester status provided they he/she had attained at least that status prior to the break in service.

#### ARTICLE 21

##### 21.B.1.5

For purposes of this section, effective Academic Year 2023/2024 2006-2007, following a break in service as defined in Article 13-1.H of more than four consecutive semesters (a one-month grace period shall be given), an employee shall revert to third semester status provided they he/she had attained at least that status prior to the break in service. Employees who do not revert to third semester status following a break in service must establish eligibility pursuant to Section 1.1, above.