

FAQS REGARDING ADJUNCT FACULTY RE-EMPLOYMENT PREFERENCE RIGHTS

Revised December 1st, 2010

The purpose of this FAQ document is to provide clarification regarding the interpretation of the faculty collective bargaining agreement (cba) and past practices with respect to adjunct faculty re-employment procedures. There is no intent to make any changes to either the cba or current practices by virtue of this FAQ document.

1) Who receives re-employment preference?

Part-time temporary certificated employees (employed for no more than 67 percent of the annual load of scheduled duties for a full-time regular employee having comparable duties) have re-employment preference within the college after earning eight (8) semesters of service credit in a particular course and receiving satisfactory evaluations in at least the 7th or 8th semester taught for each course (for those hired on or after June 1, 1997). Service credit is not earned during intersessions or summer, and re-employment preference does not apply when making assignments for intersessions and summer. A part-time faculty member with re-employment preference in a particular course at a college **shall be offered one assignment** before any part-time faculty member with less re-employment preference. (11.3)

2) How do the re-employment rights provisions affect the re-hiring of non-classroom adjunct faculty?

After eight semesters of employment in a non-classroom position with satisfactory evaluations in the 7th and 8th semesters, a non-classroom adjunct faculty member is entitled to a minimum assignment of 35 hours of non-classroom duties during a one year period. (11.5.2)

3) What constitutes "an assignment"?

One course or the equivalent of .20 LED, whichever is greater, shall constitute a classroom assignment. 35 hours of non-classroom duties during a one year period shall constitute a non-classroom assignment. (11.5.2)

4) What if an adjunct faculty member only has assignments of less than 0.20 LED?

Despite what the IS report states, if an adjunct faculty member never crosses the 0.20 LED threshold, he/she would not gain a semester's worth of credit towards re-employment preference in that course, unless he/she had multiple sections of the same course so that the cumulative total met or exceeded 0.20 LED during that semester. (11.5.2)

5) How is seniority determined?

The cba (11.2.2 and 11.3) is not particularly clear here, but the practice in addition to the format of the reemployment preference reports that come out of IS seem to indicate that seniority is given by course, and it is based on how many semesters the course has been taught (not how many times the course has been taught). Following this theory, an adjunct faculty member who has been here for ten years, but only taught a particular course once per semester, would have more seniority than another adjunct that had only been here four years but taught three sections of the same course each semester.

6) What if adjunct faculty don't meet Minimum Qualifications for the course(s) they are teaching?

The District is providing currently employed adjunct faculty members with a three semester grace period (program beginning Fall 2010) in order to meet MQ's (or the equivalent), provided they agree to and follow a specific educational plan to achieve this goal. After the three semester grace period, if they have not met the Minimum Qualifications (or the equivalent) of that discipline, they will no longer be assigned courses in that discipline. New adjunct faculty not meeting Minimum Qualifications (or the equivalent) for the discipline may not be hired.

7) When does an assignment become "official?"

The hire letter constitutes the official offer of a course. While the adjunct faculty member's name may appear on tentative assignment sheets or in print or online schedules, until a hire letter has been offered and signed, the assignment is not official. Standard practice is to attempt to distribute those hire letters PRIOR to Professional Development week. (No cba reference, reflects current practice.)

8) What constitutes "cancellation" of an assignment?

If an assignment is cancelled, a notice of cancellation by the appropriate administrator, whether orally or in writing, shall be effective once it is received by the faculty member. If the notice of cancellation is given orally, it shall be confirmed in writing within five days. (11.5.1)

9) What are the bumping rights when an assignment is canceled?

A part-time faculty member whose class is cancelled does not have the right to displace any other faculty member from an assignment. (11.3) Full-time faculty with extra pay assignments whose extra pay class is cancelled do not have the right to displace part-time faculty once the part-time faculty member has been hired for a particular class and time. (11.4.1) ("Has been hired" means the hire letter has been offered and signed as noted above.)

10) If an adjunct faculty member has re-employment rights in two separate courses, turns down an offer of one of those courses but indicates a desire to teach the other course, is the Chair/Coordinator obligated to offer the other course?

*No. Re-employment rights means an adjunct faculty member will be offered **one** assignment (unless other circumstances exist, such as that no sections of the class are being offered or an adjunct faculty member with greater seniority requests the same course, etc.); if there are additional courses available, then the Chair/Coordinator may provide additional assignments, but if an adjunct faculty member turns down the one assignment offered, there is no requirement to offer another class. (11.3.2, 11.5.2)*

11) If an adjunct faculty member has re-employment rights in only one course, and the Chair offers the instructor a different course assignment because no sections of the adjunct faculty member's re-employment rights course are available, does the adjunct faculty member lose re-employment rights in the department if he/she does not teach the new course?

No. In this case, the course offered was one where no re-employment preference rights existed for the instructor; therefore, turning down the assignment would have no impact on retention of re-employment rights to other courses. (11.3.2, 11.5.2)

12) Do retired faculty members have re-employment preference?

Nothing in this contract shall be interpreted to preclude a retired unit member from applying for service as a part-time faculty member for the District. In order to retain rehire preference provided under section 11.3.5., a written declaration of intent to teach and a medical certificate (Reference Education Code 87408.5) must be submitted within one (1) year of the effective date of retirement and exercised within three (3) semesters of retirement. A retired unit member who elects to teach shall be subject to the same evaluation procedure as a new part-time instructor. (10.3)

13) How is re-employment preference calculated for retired faculty members?

Subject to the provisions of 10.3., at retirement, full-time faculty shall retain service credit for all courses taught prior to retirement. (11.3.5)

14) As a Chair/Coordinator, how do I know who has re-employment preference rights in my department or program?

Records are kept in the District's Employment Services office. You may access this information from your campus computer. In your search window, type "reports" (or <http://reports/>). Then hit "Instructional Services," then "Faculty," and finally "Faculty Employment Preference." You'll have several options at that point to locate the specific information you need on the adjunct faculty in your department. (No cba reference, reflects current practice.)

15) Under what circumstances could a part-time employee forfeit re-employment preference rights?

*The re-employment preference in a course of a part-time faculty member shall be terminated if the faculty member declines an assignment in the course—except when there are extenuating circumstances such as illness or when the adjunct faculty member has declined the assignment in writing at least 45 calendar days before the beginning of the semester. Please see Article XI, sections 11.6.1, subsections 11.6.1.1, 11.6.1.2., 11.6.1.3, and 11.6.1.4 for all the factors which would **not** lead to forfeiture of re-employment preference rights even if an assignment is declined.*

16) When earning re-employment preference, can there be a break in service?

Yes, the semesters do not have to be consecutive in order to earn re-employment preference, however, if the adjunct faculty member does not have an assignment for three consecutive semesters, he/she will have to start over as a new employee.

17) What is the reporting process for the "termination" of re-employment preference in a course and who is responsible for implementing the process?

The reemployment preference of a part-time faculty member or a retired full-time faculty member may be suspended or terminated if he/she does not, as evidenced by formal evaluation, meet the standards of performance or academic excellence that are required of certificated employees in the District. The negative evaluation should be sent to HR so the adjunct faculty member in question can be removed from the re-employment list. (11.6.2 See also 5.6.5.2)

18) Who has more "seniority" for an assignment, an adjunct faculty member with re-employment preference, or a contract faculty member seeking to teach an overload?

This scenario is not defined in the cba. However, section 11.6.4 states: "Nothing in this Article shall be construed to alter existing District policies and practices with respect to setting priority of extra-pay assignments for tenured and contract faculty members." Based on AFT's canvass of GCCCD departments, the prevailing practice has been to give preference to the contract faculty member teaching overload. (11.6.4 and current practice) You should follow your department's established past practice with respect to this issue.