

**AGREEMENT BETWEEN  
EL CAMINO COMMUNITY COLLEGE DISTRICT**

**and**

**EL CAMINO COLLEGE  
FEDERATION OF TEACHERS,  
LOCAL 1388, AFT, AFL~CIO**

**January 1, 2020**

**through**

**December 31, 2022**

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~~computers, printers, desks, and chairs. This equipment shall be maintained according to current campus standards.~~

#### ~~Section 13. Student Assistants~~

~~The District will allocate a total of five thousand (5,000) hours of student assistance each semester to be calculated at the Student Help I rate of pay. The amount allocated for student assistance shall be distributed to each division by the College Load Review Committee in accordance with instructional objectives as provided in Section 4, and to Instructors by the Division Load Committees in accordance with the division objectives as provided in Section 7.~~

#### Section 14. Part-Time Faculty Members

A: Reemployment Preference List (“RPL”): The revised provisions (underlined) in Section 14(A) will become effective in the semester following the ratification of the successor agreement.

##### 1. Qualifying for the Reemployment Preference List

1.1 A part-time, temporary faculty member who has been employed to teach at least one course in fall, and/or spring (or the equivalent for non-teaching faculty) by the District for at least seven (7) semesters during the previous seven (7) years and has received at least two (2) overall satisfactory evaluations during that time shall be placed on a list of faculty having reemployment preference upon completion of the seventh semester. Failure by the District to evaluate the part-time faculty member in accordance with Article 20, will result in a satisfactory designation for that evaluation.

1.2 The reemployment preference for part-time faculty members shall be recorded on the Reemployment Preference List (“RPL”) maintained by each division. The RPL will specify the faculty member’s name, discipline, course(s) and/or assignment(s) for which the faculty member is qualified as determined by the Dean or Director and a Full-Time Faculty Member on the hiring committee at the initial time of hire. The RPL shall be maintained on file in the division office. The RPL shall be updated semesterly to list courses or assignments at El Camino College.

- 1.3 Part-time faculty members in multiple divisions will appear on the RPL for each division in which they qualify through the recruitment process.
  - 1.4 If a part-time faculty member believes the RPL needs to be updated, the faculty may then schedule a meeting with the appropriate Dean/Director and, if desired, a representative of the Federation to present evidence of their claim. If the faculty member presents evidence qualifying them for additional information on the RPL, their status will be immediately updated on the RPL including where appropriate reemployment preference for assignments for the next fall/spring semester for which the District is scheduling.
  - 1.5 Additional disciplines, course(s), or assignment(s) for part-time faculty may be added by the Dean or Director based upon the expertise, professional development and/or additional study of the part-time faculty member. The Dean or Director will rely on the El Camino College Minimum Qualifications list and may consult with a full-time faculty member to discuss expertise.
  - 1.6 The RPL shall be maintained on file in the division office and faculty on the RPL may request from the Dean or Director their own information recorded on the RPL.
  - 1.7 The RPL shall be updated semesterly to reflect additions and deletions of faculty, disciplines, courses or assignments. A copy of updated division RPL's shall be sent electronically to the Federation within four weeks of the conclusion of the semester.
  - 1.8 Newly added faculty to the RPL shall be notified in writing by the Dean or Director.
2. Guidelines for Assignments
    - 2.1 Part-time faculty members entitled to priority on the RPL are hired on a semester or hourly basis for at least two available assignments or the equivalent available amount of non-teaching assignments when possible. No part-time assignment may exceed 67% of a full-time load or as allowable by the Education Code.
    - 2.2 Part-time faculty will be notified of the proposed assignment(s) in accordance with provisions in Article 10, Section 9(m). Part-time faculty will respond to the Dean/Director indicating their availability and assignment preferences within 10 working days of receipt of notice of proposed assignments. Extenuating circumstances

(such as illness, accident, etc.) may exempt the RPL faculty from this response timeline pending verification and at the discretion of the Dean.

2.3 During the two weeks prior to the beginning of a semester, the District shall attempt to contact RPL faculty member(s) by telephone, personal email and ECC email to issue last minute/emergency first and/or additional offers of employment. The RPL faculty member shall respond back to the Dean within two (2) working days. Failure to accept the offer within two (2) working days shall constitute a decline of the offer. Last minute/emergency first and/or additional offers of employment shall not count as a decline of employment.

2.4 Part-time faculty members who have reemployment preferences (Section 14, A. 1) will be offered assignments before those part-time temporary members who have not yet qualified to be on the list. Should an RPL faculty accept one class/assignment but not a second and/or third class/assignment, the declination of the second and/or third class shall not count as a decline.

2.5 In cases where a reduction in assignment needs to occur due to program needs, budget constraints, or more contract faculty hires, the reduction shall occur first from among those part-time faculty members who have not yet qualified to be placed on the RPL

2.6 Assignments for RPL faculty may not alter existing practice with respect to first setting priority of assignments and overload for tenured/tenure-track faculty members.

### 3. Removal from the RPL

3.1 Part-time faculty members will be removed from the RPL for any of the following reasons:

a. Declining three offers of employment (fall and/or spring semesters only) within a three-year period starting from the first semester declined (except for Last Minute/Emergency Offers).

b. Advising the division in writing they are no longer available for part-time employment.

c. Receiving an overall “unsatisfactory” evaluation.

d. Receiving two (2) overall “needs improvement” evaluations.

- e. Committing an act of omission that is grounds for terminating a full-time faculty member.
- 3.2 A part-time faculty member who is being removed from the RPL will be notified by email to their ECC email address by the Dean or Director. After delivery of email the part-time faculty member may request within ten (10) working days, a conference with the Dean and/or appropriate Vice-President to review and reconsider the decision and may be accompanied by a representative of the Federation. The conference will be scheduled in a timely manner. The Dean and/or Vice President shall notify the faculty member of their decision in writing within two weeks of the meeting. This decision is final and not subject to further appeal. All decisions by the Dean and/or Vice President regarding assignment or removal of a part-time faculty member shall be final and not be subject to the grievance procedure provided in the bargaining agreement.
- 3.3 Faculty members removed from the RPL but who are still eligible for employment, may earn their way back on the list by meeting the criteria in Section 14, A1.

#### 4. General Provisions

- 4.1 Retired full-time faculty members hired to teach part-time following retirement from the District may earn their way on the RPL. To do so the part-time faculty member will restart at the first semester of the criteria in Section 14, A1. The requirements of Section 14, A1 will commence upon reemployment with the District as a part-time faculty member. Reemployment with the District is also subject to applicable CalSTRS requirements.
- 4.2 Prior to distribution of the Part-Time Faculty Availability and Course Preference form, if an RPL faculty member notifies their Dean or Director of their inability to teach in a subsequent semester, it shall not count as a decline.
- 4.3 If an RPL faculty member is on a leave of absence or excused absence, they will remain on the RPL and their inability to accept an assignment during the leave/absence will not count as decline(s) of an offer of employment.

4.4 Part-time faculty that qualified for employment or earned semester credit towards employment preference under the original MOU are “grandfathered-in”.

4.5 Reemployment Preference does not apply to winter or summer session assignments.

4.6 In all cases, part-time faculty member assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes, and no part-time faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service or reemployment preference of that part-time, temporary faculty member.

B. Sections 1, 2, 10, and 19 of this Article shall not apply to part-time faculty members.

C. Explanatory Note: It was agreed in reaching this TA that the intent of “available assignments” under Section 14, A. 2, includes linked co-requisite support courses such as English and Math, taught by the same part-time instructor, and are considered to be one assignment for purposes of Section 14.

It was also agreed that per Section 14, A. 3.2, all decisions by the Dean and/or Vice President regarding assignment or removal of a part time faculty member shall be final and not be subject to the grievance procedure provided in the bargaining agreement. This exclusion will also be added to Article 22 Grievance Procedures, Section 2 as a new Article Subparagraph (f).

#### ~~Section 15 Counselors~~

~~(a) Counselors shall be employed on a modified academic year basis of 175 days, basic service hours per week under an 18 week calendar shall be 40 hours per week. Each Counselor will formulate and maintain a schedule, subject to the approval of the appropriate Dean, consisting of a basic 40 hour work week of professional counseling services. The weekly schedule shall include 26 hours of student contact a week consisting of one on one counseling which can include face-to-face or virtual with the Dean’s approval, group counseling/workshops, and classroom presentations and two (2) hours of on-campus, non-student contact a week. The Dean may require up to 30 hours of student contact a week, during periods of peak registration, not to exceed four (4) weeks per fiscal year. Each Counselor will spend no less than 32 hours per week on campus (or at the location where a counselor’s work is scheduled) fulfilling contractual requirements for~~