

ARTICLE 6 – CLASSIFICATION OF FACULTY MEMBERS

The following tentative agreement regarding Article 6 language changes is agreed.

For the El Camino College Federation of Teachers
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Chief Negotiator
Date: 4/10/23

For the El Camino College District
By: *Jane Miyashiro*
Chief Negotiator
Date: 4/6/2023

The District shall classify each Faculty Member covered by the terms of this Agreement as Contract, Regular, Part-Time Temporary, or Full-Time Temporary. Such classification shall be determined by the District according to the provisions of this Article.

Section 1. Contract (Probationary)

(a) Except as otherwise provided in Section 4 of this Article, a Faculty Member who is employed by the District as an Instructor for more than sixty-seven percent (67%) of the full-time teaching load per semester, as defined in Appendix B, during the first four (4) years of such service with the District shall be classified as contract (probationary). A Part-Time Faculty Member exceeding sixty-seven percent (67%) of a full-time teaching load as a result of serving in a substitute capacity shall be placed on the full-time salary schedule if the substitute service is more than eight (8) consecutive weeks during the semester.

(b) Except as otherwise provided in Section 5 of this Article, a Faculty Member who is employed by the District as a Registered Nurse, Nurse Practitioner, a Physician's Assistant, a Counselor, an Athletic Coach, a Disabilities Specialist, a Faculty Coordinator or a Librarian, and is required to serve an academic or fiscal year, as the case may be, shall be classified as contract (probationary) during the first four (4) years of such service with the District.

Section 2. Regular (Permanent)

(a) Except as otherwise provided in Section 4 of this Article, a Faculty Member who has served as a contract Faculty Member for four (4) consecutive years and who is employed by the District in the subsequent and following years, shall be classified as regular (permanent). A Faculty Member may be classified as regular at sixty-seven percent (67%) or more of a full load.

(b) No Faculty Member shall gain permanent status on any assignment or employment by the District which is in addition to a full-time regular assignment and such additional assignment or employment may be terminated by the District at any time.

(c) Nothing within this Article shall be construed as permitting a Faculty Member to acquire regular classification with respect to winter or summer school assignment nor shall such assignment be included in computing the service required as a prerequisite to, attainment of, or eligibility for classification as a contract or regular Faculty Member of the District.

(d) No Faculty Member shall hold regular status with the District while holding regular status in another district. Full-time employment with the District is the Faculty Member's primary employment obligation.

Section 3. Suspension, Dismissal, and Layoff

Any action by the District to suspend, dismiss, layoff, or reduce the load of a Faculty Member employed pursuant to Section 1 or 2 of this Article shall be governed by the applicable State law respecting such action. Should there be a conflict between the applicable State law pertaining to certificated reduction in force and this subsection, the applicable State law will prevail. If the applicable State law changes during the term of this Agreement, the District and the Federation will discuss the impact of such changes.

(a) Faculty Service Areas

(1) Faculty Service Areas (FSAs) will become operative only in the event of a layoff. A Faculty Service Area is defined as a service or instructional subject area or group of related service or instructional areas performed by or taught by faculty.

(2) For purposes of this Section, a Faculty Member will be considered competent to render a service (defined as teaching, counseling, nursing, coaching, or service as a disabilities specialist, librarian or coordinator) if he or she is competent in one or more FSAs.

(3) Except as provided in subsection (a)(4), a Faculty Member will be deemed qualified and competent in a Faculty Service Area if the Faculty Member either:

- (i) holds a valid teaching credential in that discipline, OR
- (ii) meets state minimum qualifications in the discipline, except for biological sciences where the local qualifications will be used, OR

(iii) has been granted an equivalency in the discipline in accordance with procedures established by the equivalency policy and adopted by the Board of Trustees.

(4) In the following FSAs (office technologies, computer information systems, studio art, commercial art, dance, drama/theater arts, instrumental music, vocal music, learning skills) specialized skills are required. Verification of such skills will be done by a committee consisting of the Dean of the Division or designee, Federation designee from outside the discipline and two (2) tenured Faculty Members selected by Faculty Members in the discipline with three of the four Faculty Members agreeing that the requisite skills have been demonstrated. Demonstration of skills may be by documented work experience or portfolio or performance. If a sufficient number of tenured Faculty Members are not available, the Federation and District will jointly select alternate Faculty Members.

(5) Each Faculty Member will be assigned one or more FSAs at the time of initial hire.

(6) A Faculty Member, including those in their first year of employment, may apply for additional FSAs if they meet the qualifications and competency requirements. All applications for additional FSA(s) will be made to Human Resources by January 15 of each year and **follow the process outlined in Section 3.(a)(3) and (4) as appropriate. A a determination will be made prior to April 1 of that year effective for the following academic year.** The record of assigned FSAs will be ~~maintained~~ **collected by Human Resources, documented on a spreadsheet, and sent to the Federation President annually. ~~in the Faculty Member's personnel file.~~**

(7) Faculty Service Areas which will be utilized as described above are set forth in Appendix G of this Agreement. A modification of Appendix G may be made between the President of the Federation and the President of the College.

(8) Any dispute regarding assignment or denial of a FSA shall be processed pursuant to Article 22 of this Agreement.

(b) Reduction In Force Procedure

Should a situation arise which could result in a layoff of Faculty Members, the District shall provide the Federation with a written statement of the basis for the decision with supporting data and projected reductions that may be needed. Upon the request of either party, the District and the Federation shall meet promptly to discuss the impact of such action and any

possible alternative courses of action. In the case of a reduction in force, the District shall notify the Federation in writing of the names of all Faculty Members to be laid off. This notice shall be given simultaneously with notification to the affected Faculty Members. This procedure shall also include all notifications of re-employment following a layoff.

(c) Application Of Seniority

The District shall furnish the Federation with an updated seniority list of regular and contract Faculty Members by the fourth week of each fall semester. Consistent with applicable state law, seniority shall commence on the first day on which the Faculty Member renders paid service in a contract position. The seniority of Faculty Members with the same hire date will be determined ~~by lot~~ **whereby the last 4-digits of the tied faculty members' social security numbers will be placed in order from highest numeric value to lowest numeric value to determine the most senior to the least senior, respectively.**

(d) Pre-Condition To Layoff

Prior to any regular Faculty Member being laid off or having his/her load involuntarily reduced, the following must occur:

- (1) Non-retention of Part-Time Temporary and Full-Time Temporary Faculty Members rendering the particular service(s) in question.
- (2) Non-retention of contract Faculty Members rendering the particular service(s) in question.

(e) Re-Employment Rights

- (1) Re-employment of Faculty Members on layoff status will be administered by the College in accordance with the then-applicable provisions of the Education Code.
- (2) Faculty Members on layoff who wish to be re-employed shall keep Human Resources apprised in writing of their current mailing addresses and telephone numbers, and of any changes in their qualifications.
- (3) When actual vacancies occur in any Faculty Service Area, the District shall notify, in seniority order, the laid-off Faculty Member(s) in such Faculty Service Area. This notice shall be sent by certified mail to the Faculty Member's current mailing address on file with Human Resources forty-five (45) days before the contemplated first day of re-employment of the Faculty Member or immediately upon the District learning of such vacancy if within forty-five (45) days of the course/assignment beginning date. The notified Faculty member

shall notify the District in writing of his/her acceptance or rejection within ten (10) days of mailing by the District. Failure to do so shall mean the Faculty Member has waived his/her reappointment right to the vacancy stated in the notice from the District. Such Faculty Member shall retain the Faculty Member's seniority position on that Faculty Service Area list for the period of time provided by the Education Code.

(4) As to any Faculty Member who is re-employed, the period of absence shall be treated as a leave of absence and shall not be considered as a break in the continuity of service, and such Faculty Member shall retain all rights to contract or regular status, as the case may be, in accordance with the applicable provision of the Education Code, including the requirement of four (4) years' active service for eligibility to move from a contract position to a regular position.

(5) All partially or completely laid-off Faculty Members, upon any partial reinstatement, shall be paid the pro-rata salary equivalent to their step and column placement on the permanent salary schedule at the time of their layoff.

(f) Retraining Program

(1) Upon the initial notification of the intent to lay off any regular Faculty Member, the District shall specify no less than three (3) Faculty Service Areas in which retraining may take place. Within six (6) months of the initial notification of the intent to lay off any regular Faculty Member, the Faculty Member may submit a written application for participation, specifying the course work and the institution to provide the retraining in one of the three (3) Faculty Service Areas specified by the District.

(2) The District shall reimburse the Faculty Members for all reasonable and documented costs up to a maximum of Seven Thousand Two Hundred Dollars (\$7,200.00) per year for tuition, fees, books, transportation, and other course materials for participation in approved programs for a period not to exceed twenty-four (24) months following the effective date of layoff. Reimbursement shall be processed based on evidence of successful completion of each term's course work.

(3) A Faculty Member who completes any program that qualifies the Faculty Member for any discipline other than the one from which the Faculty Member was laid off has the responsibility to inform the Office of Human Resources in writing at the completion of such program. A Faculty Member who is deemed to have qualified for teaching in such other

discipline shall be granted an interview in that discipline whenever a selection for new hire is being made in that discipline. An interview will be granted within the first thirty-nine (39) months following the effective date of layoff. The District is not required by the terms of this Agreement to rehire any Faculty Member in a new discipline for which the Faculty Member was retrained under the provisions of this program.

(g) Continuation Of Insurance Benefits

(1) A laid off Faculty Member shall be eligible for continuation of insurance benefits in effect immediately prior to the date that the Faculty Member is notified of layoff. The insurance benefits which may be continued are the medical, dental, and vision plans. These plans will continue to be paid by the District for a period of three (3) months after the effective date of layoff for Faculty Members with less than five (5) years' service, six (6) months for Faculty Members with five years' service, but less than ten (10) years of service, and nine (9) months for Faculty Members with ten (10) or more years of service. During the continuation period, the Faculty Member will be required to continue any self-payment the Faculty Member was making prior to layoff. As soon as the Faculty Member becomes eligible for medical insurance benefits through another employer, the District's obligation to maintain the insurance benefits terminates. In the event that a laid-off Faculty Member dies during the continuation period, the District shall continue the dependent insurance benefits for the qualified beneficiaries of the Faculty Member for the balance of the continuation period.

(2) At the conclusions of the continuation period, the Faculty Member will be given the opportunity to continue the benefits pursuant to COBRA. The District will attempt to obtain the consent of each insurance carrier to extend such COBRA self-pay provisions for the entire period of time that the Faculty Member has reemployment rights.

(h) Severance Grant

The District will provide each laid-off Faculty Member with a severance grant which shall be paid within thirty (30) days following the effective date of layoff. The amount of the severance grant will be based on the following schedule:

Less than five (5) years of service	\$5,000 <u>\$5,500</u>
Five (5) years, but less than ten (10) years of service	\$6,000 <u>\$6,500</u>
Ten (10) years or more of service	\$7,000 <u>\$7,500</u>

Section 4. Part-Time Temporary

A Faculty Member may be employed by the District as an Instructor for sixty-seven percent (67%) or less of a full-time teaching load, as defined in Appendix B, and shall be classified as Part-Time Temporary. Such Faculty Member shall not become a contract (probationary) or regular (permanent) employee of the District while so employed, and may be assigned or not assigned such course, or courses, from semester to semester as the District may determine. Program needs and past successful experience in the District will be among the factors considered in determining class assignments for Part-Time Faculty Members. Such determinations are not grievable.

Part-time faculty should be considered to be an integral part of their departments and are encouraged to participate in department and college activities and, at the discretion of the District, afforded utilization of supplies, equipment and professional development activities.

Section 5. Full-Time Temporary

(a) Regular Full-time Temporary

A Faculty Member who is employed and assigned more than sixty-seven percent (67%) of a full-time load as a Faculty Member during a particular semester shall be classified as a Full-Time Temporary during that semester. If such a Faculty Member is employed by the District beyond two (2) semesters within any period of three (3) consecutive years, such Faculty Member shall be reclassified as contract (probationary) under the provisions of Section 1 of this Article and the previous two (2) semester's employment as a Full-Time Temporary Faculty Member shall be deemed one (1) year's employment as a contract (probationary) Faculty Member for the purposes of acquiring permanent status as provided in Section 2 of this Article, except those full-time temporary faculty hired pursuant to Section 5(b) of this Article.

(b) Categorically Funded Full-Time Temporary Faculty (Non-Tenure)

In accordance with the provisions of California Education Code 87470, which is incorporated herein by reference, full-time temporary faculty employed under contract in categorically funded projects are not subject to the provisions of Section 5(a) of this Article and shall not become contract (probationary) Faculty members nor obtain permanent status at the conclusion of the funding period. However, at the close of the funding period, if a determination is made that the position is to become permanent, the provisions of Article 4, Section 5 (Faculty Selection) and Appendix —M-1 (Tenure Track Faculty Hiring Procedures) shall be invoked.

Section 6. Notice Of Employment

(a) The District shall determine the classification of each Faculty Member at the time of employment and thereafter during each subsequent spring semester. At the time of initial employment, each new Faculty Member shall receive a written statement indicating the classification and the salary to be paid.

(b) Any Faculty Member not classified as regular (permanent) who fails to signify acceptance within forty-five (45) consecutive calendar days after notice of election or employment has been given or mailed to that Faculty Member, in accordance with Education Code provisions, shall be deemed to have declined the employment, and service with the District may be terminated.

(c) If, without good cause, a regular (permanent) Faculty Member fails to notify the District of his/her intent to remain in the service of the District by June 30 of any year, and if a notice of employment has been personally served or mailed to that Faculty Member in accordance with Education Code provisions prior to May 30, such Faculty Member shall be deemed to have declined employment, and service with the District may be terminated on June 30 of that year.

Section 7. Notification

If the District initiates written notice of suspension, dismissal, or layoff proceedings respecting any regular Faculty Member, as provided in Section 3 of this Article, it shall notify the Federation of such action within five (5) working days, unless the Faculty Member has advised the District in writing of objections to such notification.

Section 8. Voluntary Transfer

A Faculty Member may apply for a vacant full-time position in a discipline other than the discipline in which the Faculty Member was originally hired. Any such request will be processed in accordance with the adopted Hiring Procedures. In the event that the Faculty Member is selected for such a position, his or her salary will be set in accordance with the established salary schedule and criteria.

Section 9. Involuntary Transfer

(a) In the event a Faculty Member is transferred involuntarily (in lieu of layoff or due to program cutbacks in the Faculty Member's discipline) and the transfer results in a change from the Vocational Salary Schedule to the Academic Salary Schedule, the Faculty Member will retain his or her salary for one year. At the end of that year, the Faculty Member's salary will be stepped down to the Academic Salary Schedule over a two-year period, fifty percent (50%) each year. The affected Faculty Member would have the option to return to a position for which he/she qualifies which is on the Vocational Salary Schedule should such a position become available.

(b) If the District transfers a Faculty Member from a primary teaching assignment (fifty percent (50%) or more) in one discipline to another, it shall notify the Federation of such action at least five (5) working days prior to such transfer.

Section 10. Teaching Part-Time In Another Discipline

A Faculty Member may apply for a vacant part-time position in a discipline other than the discipline in which the Faculty Member was originally hired. Any such request will be processed in accordance with the established part-time hiring procedures. If selected, the Faculty Member's assignment will be treated as a part of the Faculty Member's load or overload.