

**REVISED PROPOSAL FROM
THE EL CAMINO COMMUNITY COLLEGE DISTRICT
TO THE EL CAMINO COLLEGE FEDERATION OF TEACHERS,
LOCAL 1388, AFT, AFL~CIO
May 2, 2025**

The collective bargaining proposals herein by the El Camino Community College District to the El Camino College Federation Of Teachers, Local 1388, AFT, AFL~CIO ("Federation"), are made expressly pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement between the parties. The following article shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

**ARTICLE 8
HOURS AND WORKING CONDITIONS**

Section 8.1. Days of Service In An Academic Year

Faculty Members who are employed on an academic year basis shall be required to perform professional services for the District each academic year for 175 days. The assignment of the days of service for each academic year of the District shall be determined by the school calendar adopted by the District.

Section 8.2. Weekly Hours Of Service - Instructors

Under a traditional academic calendar of 35 work weeks per year, if instructors are employed for a basic work week of forty (40) hours to be comprised of (1) lecture hours or their equivalent as set forth in Section **8.56** of this Article; (2) office hours as set forth in Section **8.3** of this Article; (3) unscheduled **teachinginstruction**-related hours; (4) scheduled department/division meetings; (5) college meetings where attendance for all Full-Time Faculty Members is mandatory except when the Faculty Member receives prior approval from the Dean to be absent from the scheduled meeting; and (6) other professional responsibilities to the Faculty Member's discipline and to the institution. **Nothing precludes a supervisor from calling a meeting or otherwise requiring on-campus presence with two (2) working days advance notice.**

Fulltime instructional faculty working 35 weeks per year, Fall and Spring terms, and are assigned the following Standard Weekly Workload:

<u>Instructional Hours (Lecture Hours or the Equivalent)</u>	<u>15</u>
<u>hours</u>	
<u>Unscheduled Teaching Related (Preparation and Grading) Hours</u>	<u>15</u>
<u>hours</u>	
<u>Office Hours</u>	<u>4</u>
<u>hours</u>	
<u>Institutional Service Hours (Dept/Division Meetings, Committees, etc.)</u>	<u>6</u>
<u>hours</u>	
<u>Total Hours</u>	<u>40</u>
<u>hours</u>	

The traditional 35-week academic year is used for the purposes of calculating total work hours based on a 40-hour work week. This yields 1400 hours of service per academic year (40 hour x 35 weeks). While the District follows a compressed calendar using 16 weeks per semester and 32 weeks per academic year, we have the following equivalent work week totals:

1400 Hours / 35 Weeks = 40 hours / Week

1400 Hours / 32 Weeks = 43.75 hours / Week

~~Each Instructor shall have office or otherwise scheduled on campus hours of a minimum of two (2) hours per day, three (3) days per week, Monday through Friday.~~

If, however, an Instructor is assigned Saturday classes as part of a normal **teachinginstructional** load, that Instructor shall be entitled to at least one (1) day free of assignment during the Monday through Friday school week. Each Instructor is responsible for holding all scheduled class meetings and office hours through the term.

As to District-wide committees whose members represent a particular Division (e.g. Academic Senate, Curriculum Committee, etc.) each Division shall determine a mechanism for nominating and selecting faculty on an equitable basis to fill all such committee positions, which mechanism must be consistent with the rules for nomination/selection of the particular committee. In the event the selected mechanism fails to produce a nominee or assignee, the dean and the senior representative of the Academic Senate from the Division shall select the nominee(s) and/or assignee(s).

Section 8.3. Instructor Office Hours

Office hours are to be scheduled to meet the needs of students and the needs of the educational program of the College. All office hours shall be scheduled during the regular work week, Monday through Friday, between the hours of 7:00 am and 10:00 pm. In addition, a faculty member may request office hours outside of these days and hours based on student need and the instructor's teaching schedule (e.g. weekend instructional assignments). Office hours outside of the normal range, must be approved by the faculty member's supervisor.

- (a) Each Full-Time Instructor shall maintain up to four (4) office hours per week prorated to the Instructor's contractual **teachinginstructional** load rounded up to the nearest hour, effective Spring 2024. Each Full-Time Instructor shall maintain an office time schedule of at least three (3) hours per week on campus, that is mutually agreeable to the Faculty Member and their Dean, for the purpose of consulting with students.
- (b) Office hours in support of online lecture courses may be held in the Faculty Member's office, online, or a location mutually agreed to by the Faculty Member and their Dean. Full-Time Faculty Members, regardless of their assigned instructional modality, will be encouraged to shall be permitted to may hold at least one (1) office hour online. Faculty members who teach online may hold no more than 60% of their office hours online in proportion to their online instructional teaching workload rounded to the nearest 20 minutes.

- (c) Faculty Members with an office hour obligation greater than three (3) hours per week must hold those office hours on no fewer than ~~three-two~~ **(2)(3)** days per week, **Monday through Friday.**
- (d) Each scheduled period of office time shall be no less than twenty (20) minutes in duration. At the beginning of each semester, the Instructor shall prepare and submit a proposed schedule of office hours to the Dean of the division ~~for approval~~ **and inclusion in the syllabus.** *Such approval shall not be unreasonably withheld.* The Dean will maintain a list of the approved office hours scheduled in the division, and the Instructor shall post the approved office hours on the Instructor's office door.
- (de)** A Dean and an Instructor (full-time and part-time) may agree to substitute additional laboratory hours, learning center hours, or other approved activity hours in lieu of office hours and such hours shall not be credited to the Instructor's **teachinginstructional** load.
- (ef)** For winter or summer session assignments, all Instructors (full-time and part-time) who have an assignment of ten (10) or more hours per week (six or eight week session), or twelve (12) or more hours per week (five or seven week session), will maintain two (2) office hours per week. Instructors with a load of less than these hourly limits will maintain one (1) office hour each week. For each Distance Education course taught during the winter or summer session, the Instructor will maintain one (1) scheduled office hour online, exclusive of class meetings and examinations.

(g)8.4 Part-Time Faculty Office Hours

Part-time faculty may offer office hours with the goal of providing focused attention and additional learning support for students, but especially for racially minoritized students, to improve academic success. Office hours shall be payable in accordance with **Article 10; Section 9(a)(1)**. Part-time faculty office hours shall not be computed as part of the **teachinginstructional work**load.

8.5Section-4. Instructional Objectives

In the interest of continuing to provide quality education, this Agreement contemplates an instructional program which will be designed to achieve an average weekly student contact per Full-Time Instructor equivalent at the first census count each semester of 596 hours for a 16 week term. The program design anticipates the implementation of innovative approaches to instruction, such as open laboratories, individualized instruction, team **teachinginstruction**, differentiated class sizes, and the use of support personnel to assist Faculty Members engaged in special programs. It also entails experimental classes devised by the Division Load Committees established pursuant to Section **8.87** of this Article. Division Load Committees shall study the effects of class size variations upon educational effectiveness and include such analysis in a Committee report to the Division faculty.

8.6Section 5_ Instructor ~~Teaching~~ Workload

- a. General: The normal teaching load for full-time instructors (based on the El Camino College traditional eighteen-week semester) shall be fifteen (15) lecture/extensive laboratory hours or equivalent, twenty (20) laboratory hours or equivalent, plus or minus one lecture hour or equivalent laboratory hours.

A teaching load exceeding sixteen (16) lecture/extensive laboratory hours, or equivalent, shall be compensated at the overload hourly rate for load in excess of fifteen (15) lecture hours, or equivalent, ~~may be balanced without additional compensation within the following semester thereafter subject to approval of the District, or may be banked subject to Section 8.6.5.g8-6-6 III.C.2 of this appendix.~~

A teaching assignment of less than fourteen (14) lecture hours, or equivalent, shall be balanced by using banked load ~~as described below, load balancing the following semester or as soon as possible thereafter subject to approval of the District, or may be equated by special assignment as provided in Part IV of this policy.~~Section 8.XX.

- b. Total Faculty Hours: Per Article 8 ~~Section 1 and Section 8.2,~~ the base work schedule for faculty employed on an academic year basis is 175 days with a basic work week of 40 hours per week. The work week for instructional faculty is composed of direct instructional time, prep/grading time, office hours, and service to the College, and ~~. In addition, faculty are expected to complete professional development hours each year as described in Article 8.21 Flex Time Credit.~~

- c. Instructional Faculty –Part-Time: Part-time faculty may take on a ~~teaching instructional workload~~ of 67% of full-time faculty in terms of instructional hours and grading/prep time (Education Code 87482.5). This is the equivalent of up to 10 lecture hours, or equivalent, per week with an associated maximum of 10 additional ~~40-hours of preparation for class instruction and grading per week.~~ Part-time faculty teaching less than 67% of full-time faculty have a prorated maximum number of associated hours of preparation for class instruction and grading per week. Part-time faculty are not required to perform office hours or complete college service.

- d. Lecture Hour Equivalent: Compensation for full-time and part-time faculty shall be based on the ~~workload~~ associated with the instructional, counseling, or other service activity. Included in the workload for full- and part-time instructional faculty are grading and instructional preparation time. ~~Workload~~ is equalized by the use of Catalog Contact Hours and Lecture Hour Equivalent (LHE). The normative instructional load for a full-time instructional faculty member is 15 LHE per primary semester and 30 total LHE per year. Part-time faculty workload is associated with no more than 67% of the full-time faculty LHE. This translates to a maximum workload of 10 LHE per primary semester and 20 LHE per year during primary terms (Fall and Spring).

Definition of Lecture Hour Equivalent Workload:

1 LHE = 1/15 of a lecture workload = 0.06667 workload or 6.667% workload

3 LHE = 3/15 of a lecture workload = 0.20000 workload or 20.000% workload

<u>Assignment Type</u>	<u>Catalog Contact Hours (h/LHE) or Equivalent</u>	<u>LHE</u>	<u>Load</u>
<u>Lecture</u>	<u>1 (15 LHE / 15 h)</u>	<u>1</u>	<u>0.06667</u>
<u>Extensive Lab (Xlab)</u>	<u>1 (15 LHE / 15 h)</u>	<u>1</u>	<u>0.06667</u>
<u>Lab (Non-Xlab)</u>	<u>1.33333 (15 LHE / 20 h)</u>	<u>1</u>	<u>0.06667</u>
<u>Non-Credit</u>	<u>1.66667 (15 LHE / 25 h)</u>	<u>1</u>	<u>0.06667</u>
<u>Counseling 175-Day</u>	<u>1.733332.266667 (15 LHE / 26 h/26-34 h)</u>	<u>1</u>	<u>0.06667</u>
<u>Counseling 200-Day</u>	<u>1.733332.266667 (15 LHE / 26 h/26-34h)</u>	<u>1</u>	<u>0.06667</u>
<u>Library</u>	<u>2.00000233333 (15 LHE / 30h/33.5h)</u>	<u>1</u>	<u>0.06667</u>
<u>Other Non-Teaching (Based on 40 hours per week Assignment)</u>	<u>2.66667 (15 LHE / 40h)</u>	<u>1</u>	<u>0.06667</u>

e. Other Non-Instructional Assignment Load: Other non-instructional assignments require 2.66667 hours per 1 LHE of load. For all faculty, non-instructional assignments include a proportional reduction in all assigned and non-assigned time (office hours, assigned contact time, non-assigned contact time, etc.)

H.f. Definition and Calculation of Teaching Faculty Instructional Workload

1. The Dean shall determine combinations of courses falling within the range of 15 plus or minus one lecture hour equivalent (93.33% to 106.67% inclusive). Such load will be considered normal, and no balancing, banking, or overload pay will be required.
2. Loads falling at the same extreme end of the load-range should not be assigned in successive semesters, except:
 - a. In departments where the 15 lecture hour equivalent load is not easily attainable and where loads over consecutive semesters near the extremes of the range are desirable for good instruction.
 - b. Where the Instructor requests to teach, over consecutive semesters, a combination of courses which falls at the upper end of the range.

3. Load shall be calculated by summing the LHE and associated with an instructor's assignment each term per the Lecture Hour Equivalent tables in **Appendix B** Section 8.6.3.

Example: If an instructor teaches 12 hours lecture and 6 hours extensive laboratory, then the workload would be:

12 hours of lecture = 12 LHE = $12 * 0.06667 = 0.80004 = 80.00\%$ Load
6 hours of Xlab = 6 LHE = $6 * 0.06667 = 0.40002 = 40.00\%$ Load
Total LHE = 18 = 120.00% Load

- Example: If an instructor teaches 12 hours lecture and 6 hours laboratory (non-extensive), their load would be:

12 hours of lecture = 12 LHE = $12 * 0.06667 = 0.80004 = 80.00\%$ Load
6 hours of lab (non-extensive) = 4.5000 LHE = $4.5000 * 0.06667 = 0.3000 = 30.00\%$ Load
Total LHE = 16.5 LHE = 110.00% Load

- Example: If a part-time instructor teaches 3 hours lecture and 3 hours of laboratory (non-extensive), their load would be:

3 hours of lecture = 3 LHE = $3 * 0.06667 = 0.20001 = 20.00\%$ Load
3 hours of lab (non-extensive) = 2.2500 LHE = $2.2500 * 0.06667 = 0.15001 = 15\%$ Load
Total LHE = 5.25 LHE = 35% Load

f. Overloads and Underloads

1. Overloads are workloads greater than 16 lecture/extensive laboratory hours or equivalent (greater than 106.67%). Underloads are loads less than 14 lecture/extensive laboratory hours or equivalent (less than 93.33%).
 - a. A one semester overload or underload may be assigned by the District in an emergency, or if no other arrangement is desirable for good instruction. This kind of overload or underload must be compensated for by load banking, overload pay, load balancing, or special assignment, as described in **8.6.5.g** ~~8.6.6~~ below.
 - b. Before receiving an assignment, an Instructor may request in writing to teach a load that exceeds the load range. Such overload must be approved by the Dean and the Vice President of Academic Affairs. In no event shall such overload exceed 180.0%. This overload shall be compensated for by load balancing, load banking, special assignment, overload pay, or any combination thereof. If denied, the Faculty Member will be provided with a statement in writing giving the reason(s) for such denial.

- c. An underload (less than 93.33%) may be assigned if an Instructor requests such underload for personal reasons. The underload, if granted, must be compensated for by reduced pay in the proportion which their teaching assignment bears to a full assignment - a 100% load.
- 2. Except under extraordinary circumstances, a faculty load over the period of an academic year (fall and spring semesters) shall be limited to a total load of 360.0% over the two semesters, or one class each semester.
- 3. The methods of compensating for overloads and underloads will be the following:
 - a. Balancing
 - i. Balancing is a planned, recurrent scheduling of loads above 16 lecture-hour equivalents (above 106.67%) and below 14 lecture-hour equivalents (below 93.33%). For example, 18 lecture hours in a fall semester and 12 lecture hours in a spring semester constitute a balanced load. Balancing is to be accomplished in successive semesters if possible. Loads of two semesters will be considered balanced if the sum of the percent loads for the two semesters falls within the range of 186.67% - 213.33%.
 - ii. If an unforeseen underload occurs (e.g., from the failure of a class to fill), it should be compensated for by balancing with a subsequent overload, or by special assignment.
 - iii. If the balancing over a two-semester period cannot be planned to fall within the range, but exceeds an average of 16 lecture hours or equivalent (exceeds a total of 32 lecture hours or equivalent, 213.33%, for two semesters), the percent above 200% will be paid as overload.
 - iv. If the balancing over a two-semester period cannot be planned to fall within the range, but is less than an average of 14 lecture hours or equivalent (the sum of percentages for the two semesters is less than 186.67%), the percent below 200.00% may be compensated for by special assignment in the semester with the lower load, or in each semester with the lower load, or in each semester if both are underloads.
 - v. If unforeseen conditions make it impossible to adhere to the formulated pattern in the second semester of a

planned two-semester balanced load, the compensation may be made by special assignment in the second semester or by balancing carried over to the third semester.

b. Load Banking for Instructors

A faculty member, with the approval of their Dean and Vice President of Academic Affairs, who accepts an instructional teaching overload, or an intersession assignment may elect to "bank" those hours in lieu of additional overload compensation subject to the following provisions:

1. The faculty member must designate hours to be banked prior to the beginning of the semester or intersession that they are earned.
2. Banked hours may be used to reduce a faculty member's workload by an equivalent number of hours at the contract rate of pay. A faculty member may use banked hours, if sufficient, to take off up to two (2) semesters in any three (3) year period at full pay and benefits. These semesters may be consecutive.
3. A faculty member may not accrue more banked hours than the equivalent of 30 (thirty) lecture/extensive laboratory hours or equivalent (two times the instructor's semesterly load). In addition, any banked hours not used within 4 years will be paid by the District at the appropriate overload rate.
4. A faculty member must notify their Dean of their intention to use banked hours by the end of the preceding fall/spring semester.
5. At the option of the faculty member, subject to the approval of the dean, banked hours may be used as release time to replace load from classes that are part of the faculty member's contract load which have been canceled as a result of low enrollment thus causing the faculty member's contract load to fall below 14 lecture/extensive laboratory hours or equivalent.
6. If the utilization of banked hours would jeopardize the educational program in a discipline, the District may postpone a faculty member's usage of banked hours for one semester. This may only be done once per calendar year.
7. If two (2) or more faculty members from the same discipline desire to use banked hours and the District

determines that not all can be accommodated, first priority shall be given to the faculty member who has used banked hours less recently. Further determination shall be based on seniority.

8. Banked hours may be used to convert a half-time sabbatical into a full-time sabbatical. Banked hours may be used to extend a onesemester sabbatical leave into a sabbatical leave of two consecutive semesters. However, the compensation from such a combination shall not exceed the employee's regular salary.
9. Health and welfare benefits and STRS contributions shall be the same as if the faculty member's total assignment, including the banked hours, had been worked. Banked hours shall count toward retirement and shall be considered paid District service during the period that they are used.
10. A faculty member who reduces their workload by using banked hours shall have office hours and other such obligations reduced proportionately.
11. In the event of a faculty member's resignation, termination, retirement, or death, the District shall reimburse the faculty member or their estate for any unused banked hours at the overload rate in effect at the time of separation from the District ~~by dividing the banked hours by thirty (30) and multiplying by the faculty member's yearly salary for the last year worked.~~
12. The District shall provide online access to the number of accumulated banked hours for all instructors.
13. Banked hours may be earned during summer, fall, winter, and spring terms.
14. Banked hours may be used during fall and spring terms.
15. Banked hours shall not be transferred, lent, or assigned between employees.

c. Overload

For workloads totaling more than 16 lecture/extensive laboratory hours, or the equivalent, (more than 106.67%) will be compensated per the overload formula in Article 10, and the basis for the overload are any LHE in excess of 15.0 LHE (100%). [Revised proposal.]

~~c. Overload paid at the appropriate rate per Article 10
For workloads totaling more than 16 lecture/extensive
laboratory hours, or the equivalent, (more than 106.67%) will
be compensated per the overload formula in Article 10, and
the basis for the overload are any LHE in excess of 15.0 LHE
(100%). [Prior proposal on 4/4/2025.]~~

NOTE: Overload pay formula to be included in article 10

Overload Pay

~~a. Loads totaling more than 16 lecture/extensive laboratory
hours, or equivalent, (more than 106.67%) which do not fit
under G.1 (Balancing) or G.2 (Load Banking) will be
compensated for by overload pay, which will be calculated as
described below.~~

~~b. Formula for overload pay calculation: The following formula
(or an equivalent method) shall be used to calculate the
overload pay for each pay period. The formula regards the
overtime hours as those in excess of the 100% load in Article
10.X, and then considers the overload hours so determined
as equivalent catalog contract hours. The overload pay is
based on the overload hourly rate, but it will be treated as
contract pay to the extent that it will be paid in four week
periods during the semester in which the overload occurs
and will not be subject to deductions as specified in Article
19, Section 3.~~

~~Overload pay (in dollars for a 4 week period) = Total Overload
Pay – (Total LHE – 15) x 17.5 x Overload LHE Pay Rate
OL Pay per Pay Period = Total Overload Pay / 5~~

~~Example: For illustration purposes:~~

~~• if the overload LHE rate effective July 1, 2023 is
\$110.00; and~~

~~• an instructor's load included
6 lecture hours (6 LHE), and
3 extensive lab hours (3 LHE), and
12 nonextensive lab hours (9.00 LHE);~~

~~• then their total load is 18 LHE or 120%.~~

~~The overload pay calculation is as follows:~~

~~Total Overload Pay = (18 – 15) x 17.5 x \$110.00 = \$5,775.00
Overload Pay per Pay Period = \$5775.00/5 = \$1,155.00~~

~~Note: Overload LHE per term pay rate is \$1925.00 (based on a
weekly per LHE rate of \$110.00)~~

IV-g. Special Assignment

- A. To calculate the percent load for special assignment, the number of weekly hours of special assignment makes use of the fact that 2.66667 hours of noninstructional work is equal to 1 LHE (0.06667 Load). Example: If an Instructor has a special assignment that requires 8 hours per week of the Instructor's time, the load factor will be equivalent to:

$$\begin{aligned} 8 \text{ special assignment hours} / 2.66667 \text{ hours per LHE} &= 3.0 \text{ LHE} \\ 3.0 \text{ LHE} = 3/15 = 0.200000 &= 20.00\% \text{ Load} \end{aligned}$$

- B. If an underload is not balanced by an overload or banked load, or if a balanced load is less than 28 lecture hours or equivalent over the two semesters (186.67%), the underload may be compensated for by approved special assignment, such as Learning Resource Center assignments, institutional research or departmental projects, arranged by the Dean and the Instructor, with the approval of the Vice President Academic Affairs.
- C. To determine the number of hours of special assignment that is required to make up the underload, the percentage of underload below a 100% load will be applied to forty (40) hours per week. Example: If an Instructor has a load of 87.5%, then the underload is equivalent to 12.5% so the special assignment time would equate to five (5) hours per week. ($.125 \times 40 = 5$).

hD. Noncredit Instructors

1. The standard contract year for noncredit fulltime instructors is one hundred seventy five (175) days of service.
2. In accordance with the requirements of Education Code Sections 22138.5 (5) and 22138.5 (6), an annual fulltime equivalent noncredit assignment is defined as 875 hours as follows: 25 hours/week X 35 weeks = 875 hours

In accordance with the requirements of Education Code Sections 22138.5 (5) and 22138.5 (6), a noncredit assignment shall be calculated by calculating non credit lecture hour equivalent (LHE) per the table in Appendix B.I. Example: An instructor teaches a noncredit course at 5 hours per week. $5 \text{ noncredit hours per week} \times (3/5) = 3 \text{ LHE} = 0.20 \text{ or } 20\% \text{ load.}$

[FROM APPENDIX B, as modified.]

8.7 Lecture Lab Parity

- (a.) The normal teachinginstruction load for full-time Instructors will be calculated on a full-load equivalency, (based on the El Camino College traditional eighteen week semester) which shall be fifteen (15) lecture hours or “extensive laboratory” hours subject to the recommendation of the Lab/Lecture Parity Committee. Any laboratory hour not defined as an “extensive laboratory” hour will continue to be compensated at 75% of the lecture hour rate.
- (b.) Extensive Laboratory Definitions

- (i) An extensive laboratory course is a course in which laboratory components require extensive work before, after, and/or during the lab, and are equivalent to workload efforts in a lecture course. Courses in which the primary activity is completed during the lab session with minimal outside preparation are not eligible for parity. Example courses that are excluded from parity are physical education activity, dance technique, athletics courses, or other similar courses.
- (ii) Laboratory classes are established as “extensive laboratory” through the application and approval processes outlined in Section 8.7 et seq~~6(e)-(g).~~
- (iii) An extensive laboratory hour shall be calculated at 100% of a lecture hour. This replaces and supersedes all other parts of this agreement mentioning laboratories, including but not limited to:
 - (1) Article 3.11(d) (Reassigned Time for Negotiations)
 - (2) Article 10.8(a)&(c) (Summer and Winter Pay)
 - (3) Article 10.9(c) (Part-Time Laboratory Stipend Pay)
 - (4) Article 19.5 (Part-Time Retirement)
 - (5) Article 10 Overload Appendix B (Teaching Instruction Load & Overload)
 - ~~(6)~~ Appendix D-1 (Part-Time Faculty Salary Schedule)
 - ~~(67)~~ Appendix D-3, Rate II (Special Rates of Pay)

~~(c.)~~ Lab/Lecture Parity Committee (LPC) Purpose

The District and ECCFT agree to form a new joint District/Senate committee, the Lab/Lecture Parity Committee (LPC), by the beginning of Fall 2020 for the purpose of identifying laboratory work that counts as “extensive laboratory” hours. By the beginning of Fall 2020, the LPC will inform the campus community of its scope and function and invite departments with laboratory assignments to prepare applications and supporting documents that seek to apply for “extensive laboratory” status. Those departments that wish to apply will have until October 15 to submit applications and supporting documents to the co-chairs of the LPC. The purpose of the LPC is to:

- (1) uphold criteria and guidelines used to identify “extensive laboratory” courses that qualify under this article;
- (2) review applications from departments seeking “extensive laboratory” designation for specific courses;
- (3) evaluate applications based on the criteria developed in Appendix O; approve applications that qualify for “extensive laboratory” compensation based on consensus. In the absence of consensus, a majority vote will prevail. A tie vote will result in approval of “extensive laboratory” status.

~~(d.)~~ Composition of the Lab/Lecture Parity Committee

The LPC shall consist of the following members. Each member shall serve a two-year appointment with a break of service for at least two years before reappointment so that there will be a rotation of committee members:

- (1) A faculty representative from each of the eight instructional divisions appointed by the Academic Senate. Of the eight faculty members appointed, five shall have taught at least one course with a laboratory component within the academic year immediately prior to their appointment to the LPC. No two faculty members appointed by the Academic Senate shall have their primary teaching instruction responsibilities within the same Division.
- (2) A management representative from five of the eight academic instructional divisions shall be appointed by the Vice President of Academic Affairs.
- (3) The LPC shall be co-chaired by two representatives, one chosen by the faculty representatives and the other chosen by the management representatives on the committee.

~~(e.)~~ LPC Review Process and Parity Implementation

- (1) The LPC will meet and review applications and supporting documents during the fall semester. To determine “extensive laboratory” status, the LPC will review applications for coursework in which laboratory components require extensive work before, after, and/or during the lab, and are equivalent to workload efforts in a lecture course. The teaching of concepts should be a primary function.
- (2) By December 1, final recommendations for “extensive lab” status shall be completed and forwarded to the Vice President of Academic Affairs for final approval. All decisions by the Vice President of Academic Affairs will be made by the first week of the Spring semester and are final. The Vice President of Academic Affairs may deny an application approved by the LPC only upon determining that the application does not demonstrate the course to be equivalent in workload to a lecture course. The Vice President of Academic Affairs will provide written explanation as to why equivalent workload has not been demonstrated.
- (3) Negotiations will commence between the Federation and the District no later than March 15 of the Spring semester. Each negotiation team will have 3 representatives who will participate in all of the negotiation sessions. The first order of priority will be for the negotiators to determine the cost for implementing the decisions by the Vice President of Academic Affairs. Negotiations will also include consideration of the State of California’s funding of the general fund budget and the timing and the impact of implementing lab parity on the District’s budget.
- (4) Upon completing negotiations, approved applications shall have revised assignment contracts denoting lab parity and its equivalent compensation in effect. An “extensive laboratory hour” shall be calculated at 100% of a lecture hour. Once a course is designated an “extensive lab,” all other Articles and Appendices of this agreement mentioning “laboratories” shall be calculated at the lecture rate.

- (5) Implementation of approved “extensive laboratory” classes shall occur no later than the start of the fall semester following the conclusion of negotiations outlined in (3) and (4) above provided that negotiations conclude by May 15. Otherwise, implementation of approved extensive laboratory classes shall occur commencing the following spring semester.

8.8Section-6. College Load Review Committee

The College Load Review Committee (CLRC) shall be composed of the Vice President - Academic Affairs, who is designated as a co-chair of the Committee, the Vice President - Administrative Services, or a person designated by the Vice President - Administrative Services, a Dean of Instruction appointed by the President of the College, and three (3) Faculty Members, each from a different division not represented by a Dean of Instruction appointed to the Committee, appointed by the President of the Federation. The faculty shall elect a co-chair from their group. The Committee members shall serve for the term of this Agreement. This Committee shall be responsible for:

- ~~(a.)~~ Monitoring the **TeachingInstruction** Load Policy set forth in Appendix B of this Agreement;
 - ~~(b.)~~ Making recommendations to the District and the Federation for amending such policy;
 - ~~(c.)~~ Approving or disapproving, after review, of requests for innovative instructional practices, including those which would assist in the attainment of the instruction objectives set forth in Section **8.54** of this Article;
 - ~~(d.)~~ **Setting such average weekly student contact hours (WSCH) per full-time equivalent objectives for each instructional division as are deemed necessary to attain the objectives set forth in Section 4 of this Article. In the event the Committee is unable to set such objectives, by majority vote, the Vice President - Academic Affairs will set such divisional objectives, provided that the Vice President - Academic Affairs does not take such action more than thirty (30) days prior to the establishment of the class schedule.**
 - ~~(e)~~ **The CLRC will inform faculty of its scope and function by the second week of classes in the fall semester including the process for requesting changes to class sizes. Refer to Section 8.10 of this article for the class size change process. Division deans and departments will be invited to prepare class size change applications using the standardized Class Size Change Application in Appendix N. These division deans and departments that wish to apply for a class size change will have until the second Friday in October every year to submit applications, which will be disseminated by the CLRC at the time of notification described above, and supporting documents to their Division Load Committees.**
- The District and Federation recognize that course size maxima impact working conditions, student learning, District funding based on state apportionment, and other academic and professional matters. Accordingly, the timeline, criteria, and process for review of applications is as follows:**

[Moved to 8.10 below.]

- ~~(1) The Division Load Committees will review class size change applications based on the following criteria:~~
 - ~~(i) Executive summary for the change in class size.~~
 - ~~(ii) Comparable course loads and class size maxima at El Camino College, other California Community Colleges across Los Angeles County, other California Community Colleges beyond Los Angeles County, or other relevant comparables.~~
 - ~~(iii) Impact of changes to and from SLOs, PLOs, and discipline/field.~~
 - ~~(iv) Required workload (writing requirements, accreditation, etc.)~~
 - ~~(v) Impact on student success, retention, and equity.~~
 - ~~(vi) Issues related to safety, equipment, classroom, and external accrediting agency requirements.~~
 - ~~(vii) Narrative for the change in class size.~~
- ~~(2) The Division Load Committees will meet to review Class Size Change applications and any supporting documents. A Division Load Committee can, if needed, follow up with division deans/departments/programs during the review process. Faculty workload, student success and retention, and equity should be considered by the Division Load Committee's review of applications. If a Class Size Change application is rejected by the Division Load Committee, the co-chairs will write an explanation to the division dean/department/program.~~
- ~~(3) The Division Load Committee co-chairs shall forward all approved applications and supporting materials to the CLRC by the second Friday in November.~~
- ~~(4) The CLRC will meet and review Class Size Change applications and any supporting documents. The CLRC can, if needed, follow up with division deans/departments/programs during the review process. The CLRC will consider the criteria included on the Class Size Change Application. If a Class Size Change application is rejected by the Division Load Committee, the co-chairs will write an explanation to the division dean/department/program.~~
- ~~(5) By the last day of instruction of the fall semester, recommended class size change applications shall be completed and forwarded to the Vice President of Academic Affairs for negotiations.~~
- ~~(6) Negotiations will commence between the Federation and the District no later than the first week of instruction during the following Spring semester. The first order of priority will be for the negotiators to determine the cost for implementing approved changes to course loads. Negotiations will also include consideration of the State of California's funding of the general fund budget and the timing and the impact of implementing class size changes on the District's budget.~~
- ~~(7) Upon completion of negotiations, approved class size applications shall change the student course caps for those classes listed on the applications.~~

~~(8) — Implementation of negotiated student course cap changes shall occur no later than the start of the fall semester following the conclusion of negotiations outlined in Section 6(e)(5-6), provided that negotiations conclude by May 15. Otherwise, implementation shall occur commencing the following spring semester.~~

~~(9) — An updated list of all classes and their respective course caps shall be posted on the HR website with the Federation's CBA and MOUs. The list will be updated as class size maxima are changed as a result of the process outlined above. The list of changes will be sent to the Federation President.~~

[Moved to 8.10.b below.]

~~(f) — At least 30 days prior to the first day of classes during any session, the District shall provide by email to all faculty a complete list of courses offered each semester and the minimum fill rate required for the class to avoid cancellation for low enrollment.~~

8.9Section 7. Division Load Committee

~~(a.)~~ Within each instructional division, a Division Load Committee shall be established, composed of the Dean of the Division, who is designated as a co-chair, and three (3) to five (5) Faculty Members. The committee shall include the Division AFT Representative, one (1) faculty appointee selected by the Dean, and the remainder elected by the full-time Faculty Members of the Division. The election shall be conducted by the Federation representative of the Division. If none is seated, the Federation will appoint an alternate faculty member from the division to conduct the election. The Division Faculty may recommend in plenary session (Division Meeting) any increase in membership numbers that will ensure effective representation on the Committee. Once the faculty have joined the committee, they shall elect a co-chair of the Division Load Committee. The Division Dean and division Federation representative must approve any recommended variation.

~~(b.)~~ Each Division Load Committee will recommend class sizes for all classes based upon the class size change application and process described above in **Section 8.6**.

~~(c.)~~ **Each Division Load Committee will examine any cases within its jurisdiction involving instructors who teach a class in which, during each meeting: (i) two or more courses are taught by the same instructor, and (ii) for each course substantially different subject matter is presented which requires separate preparations. The Division Load Committee may recommend additional load credit in these instances beyond the load credit previously allowed. Such an action by the Division Load Committee is subject to the approval of the College Load Review Committee and negotiation with the Federation. The District will notify the Federation of decisions made by the College Load Review Committee in these cases and enter into negotiations with the Federation as applicable.**

~~(d) — The Division Load Committee will otherwise plan the instructional program of the division in such a manner that it may achieve the average WSGH divisional objective established by the College Load Review Committee. In the event the~~

~~Committee is unable by a majority vote to agree on the plan to reach the division objective, the Dean will devise such a plan in consultation with the Committee; provided that the Dean will not take such action more than fifteen (15) days prior to the establishment of a semester's class schedule. The Division plan will be forwarded to the Vice President – Academic Affairs. If the Vice President – Academic Affairs determines that a plan is unlikely to achieve the division objective, the College Load Review Committee will be convened to revise the plan.~~

- ~~(e)~~ The College Load Committee shall meet at least once each year and shall set a minimum number of meetings and the deadlines for such meetings for the Division Load Committees.

Section 8.10 Class Size Change Procedures

a. The College Load Review Committee (CLRC) is responsible for the annual class size change process. Division deans and departments will be invited to prepare class size change applications using the standardized Class Size Change Application in Appendix N. Those division deans and departments that wish to apply for a class size change will have until the second Friday in October every year to submit applications, which will be disseminated by the CLRC at the time of notification described above, and supporting documents to their Division Load Committees.

[Moved from 8.6.e above.]

b. The District and Federation recognize that course size maxima impact working conditions, student learning, District funding based on state apportionment, and other academic and professional matters. Accordingly, the timeline, criteria, and process for review of applications is as follows:

[Moved from 8.6.e above.]

- ~~(1). The Division Load Committees will review class size change applications based on the following criteria:~~
 - ~~(i) Executive summary for the change in class size.~~
 - ~~(ii) Comparable course loads and class size maxima at El Camino College, other California Community Colleges across Los Angeles County, other California Community Colleges beyond Los Angeles County, or other relevant comparables.~~
 - ~~(iii) Impact of changes to and from SLOs, PLOs, and discipline/field.~~
 - ~~(iv) Required workload (writing requirements, accreditation, etc.)~~
 - ~~(v) Impact on student success, retention, and equity. (vi) Issues related to safety, equipment, classroom, and external accrediting agency requirements.~~
 - ~~(vii) Narrative for the change in class size.~~
- ~~(2) The Division Load Committees will meet to review Class Size Change applications and any supporting documents. A Division Load Committee can, if needed, follow up with division deans/departments/programs during the review process. Faculty~~

workload, student success and retention, and equity should be considered by the Division Load Committee's review of applications. If a Class Size Change application is rejected by the Division Load Committee, the co-chairs will write an explanation to the division dean/department/program.

- (3) The Division Load Committee co-chairs shall forward all approved applications and supporting materials to the CLRC by the second Friday in November.
- (4) The CLRC will meet and review Class Size Change applications and any supporting documents. The CLRC can, if needed, follow up with division deans/departments/programs during the review process. The CLRC will consider the criteria included on the Class Size Change Application. If a Class Size Change application is rejected by the Division Load Committee, the co- chairs will write an explanation to the division dean/department/program.
- (5) By the last day of instruction of the fall semester, recommended class size change applications shall be completed and forwarded to the Vice President of Academic Affairs for negotiations.
- (6) Negotiations will commence between the Federation and the District no later than the first week of instruction during the following Spring semester. The first order of priority will be for the negotiators to determine the cost for implementing approved changes to course loads. Negotiations will also include consideration of the State of California's funding of the general fund budget and the timing and the impact of implementing class size changes on the District's budget.
- (7) Upon completion of negotiations, approved class size applications shall change the student course caps for those classes listed on the applications.
- (8) Implementation of negotiated student course cap changes shall occur no later than the start of the fall semester following the conclusion of negotiations outlined in Section 6(e)(5-6), provided that negotiations conclude by May 15. Otherwise, implementation shall occur commencing the following spring semester.
- (9) An updated list of all classes and their respective course caps shall be posted on the HR Academic Affairs website with the Federation's CBA and MOUs. The list will be updated as class size maxima are changed as a result of the process outlined above. The list of changes will be sent to the Federation President.

[Moved from 8.6.e above.]

8.11Section 8. TeachingInstructional Schedules

The schedule of classes for each semester shall be planned to accommodate the needs of students and to utilize classroom facilities efficiently. Before **teachinginstructional** schedules are assigned, Deans shall provide each Instructor with a standardized written form within their division or program on which Instructors will present in writing the Instructor's schedule preferences with regard to courses to be taught, day and evening classes (with a minimization of time period between the Instructor's first and last class each day and maximization of the time period between the end of the Instructor's last class one day and the beginning of the Instructor's first class the following day), off-campus classes, number of different course preparations, maximum consecutive hours of lecture/laboratory hours, the desire for overload, and modality preferences. The Dean shall take under consideration the Instructor's preferences in making class assignments and shall not arbitrarily disregard such preferences. ~~If a faculty member's schedule preferences are not honored, the Dean shall provide a written explanation of the reasoning to the affected faculty member.~~ An Instructor shall not be assigned an overload without the Instructor's consent, except as required by the balancing provisions of the **teachinginstructional** Load, Appendix B. An Instructor shall not be assigned Saturday classes or an assignment for substitute **teachinginstruction** without the Instructor's consent unless there is no other qualified Faculty Member available for such assignment. If an Instructor must be assigned, without the Instructor's consent, to Saturday classes, the Instructor shall not be assigned duties on Mondays, provided the Instructor is not teaching a voluntary overload assignment. Those Faculty Members whose loads are split between two or more Divisions shall not arbitrarily have the ratio of their load changed. The Dean or Deans shall take into consideration the Faculty Member's preference in establishing loads and shall not arbitrarily disregard such preferences. ~~If a faculty member's schedule preferences are not honored, the Dean shall provide a written explanation of the reasoning to the affected faculty member.~~ There shall be no transfer of Faculty Members from one Division to another without prior consultation with the Faculty Member.

8.12Section-9. Classroom And Worksite Management

All instructors shall submit copies of their course syllabi, in electronic format, to their respective Division Offices before the end of the second week of instruction.

Except as provided by law, tThe District shall not, ~~without reasonable cause,~~ preempt the authority of the Faculty Member:

- (a) to determine methods of assessing student performance;
- (b) to assign grades to students;
- (c) to drop students from the class for excessive absences;
- (d) to recommend expulsion of students for reasonable cause in accordance with Board Policy;
- (e) to utilize appropriate student assignments;
- (f) to utilize appropriate instructional materials, techniques, and aides;
- (g) in the case of an Instructor, to remove a student from ~~theirhis or her~~ class for the day of the removal and the next class meeting, pursuant to Board Policy and Education Code Section 76032.
- (h) in the case of a non-Instructional Faculty Member, to remove a student from ~~theirhis or her~~ worksite for the day of the removal and the next school day, pursuant to principles of good management, safety and security.

- (i) to give verbal or written notice to a student that continuation or repetition of specific conduct which is in violation of Board Policy may be cause for disciplinary action. In addition, any Faculty Member may make the following recommendations for disciplinary action to the Dean in his/her their Division:

- (1) Formal written reprimand
- (2) Restitution
- (3) Disciplinary probation
- (4) Suspension.

~~Nothing in this Section shall preclude evaluation panels from reviewing the above items in evaluating the Faculty Member's performance.~~

[\[Move to Article 20.7 – Evaluations.\]](#)

~~8.13~~Section 10. Athletic Coaches Reassignment

A Full-Time Faculty Member who has an athletic coaching assignment may request to be released from such assignment. Such request shall be submitted in writing to the Dean of Health Science and Athletics who shall meet with the Athletic Director and then promptly forward the request with their recommendation to the Vice President - Academic Affairs, who shall meet with the Dean, Athletic Director, and the Athletic Coach requesting such release. Upon review of all the circumstances, the Vice President - Academic Affairs, shall grant or deny the request in writing. A Faculty Member with less than twelve (12) consecutive years in a partial or full coaching assignment who requests release from their coaching assignment may be granted a release from their coaching assignment by the District and guaranteed a minimum load of seventy percent (70%) per semester so long as such load will not cause the layoff or reduction of load of another faculty member. After twelve (12) consecutive years in the coaching assignment, the Faculty Member who requests and is granted a release from their coaching assignment will be guaranteed a full load so long as such full load will not cause the layoff or reduction of load of another Full-Time Faculty Member.

~~8.14~~Section 11. Voluntary Assignments

Assignments to student-teaching supervision and ~~teaching~~the instruction of students enrolled in independent study programs are voluntary.

~~8.15~~Section 12. Offices

Each Full-Time Faculty Member shall be provided with an office area with equipment and furniture according to current campus standards including a desktop or laptop computer (with the goal of replacing computers on a 5-year life cycle or in the event ITS deems a computer not repairable), software, desk, desk chair, additional chairs when feasible, filing cabinet, book shelves, and a phone with a personal extension and voicemail. The District will provide each Full-Time Faculty Member with access to a computer printer for District use. This office area may be shared with one (1) or more Full or Part-Time Faculty Member(s) as determined by the Dean or designee in consultation with the Faculty Member. A Full-Time Faculty Member will not be required to share a desk with any other Faculty Member.

Part-Time faculty members not sharing an office with a Full-Time faculty member shall have access to a faculty workroom in each division. These workrooms shall be equipped with computers, printers, desks, and chairs. This equipment shall be maintained according to current campus standards. Dedicated space within the Library's Tutoring Center shall be made available to faculty who wish to meet with students.

8.16~~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 **8.4**, and to Instructors by the Division Load Committees in accordance with the division objectives as provided in Section **8.7**.

8.17~~Section 14~~. Part-Time Faculty Members **Reemployment Preference**

8.17.1. Qualifying for the Reemployment Preference List

8.17.1.1A part-time, temporary faculty member who has been employed to **teach/instruct** 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.

8.17.1.2The 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, date of hire, Distance Education (DE) certification status, discipline, course(s), and assignment(s) for which the faculty member is qualified as determined by the Dean or Director and a Full-Time Faculty Member. 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.

8.17.1.3Part-time faculty members in multiple divisions will appear on the RPL for each division in which they qualify through the recruitment process.

8.17.1.4If 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.

8.17.1.5 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 ~~will~~**may** consult with ~~the~~**a** full-time faculty members **of the department** to discuss expertise. **The faculty member of the Department must respond within three (3) working days for their input to be considered.**

8.17.1.6 ~~The RPL shall be maintained on file in the division office and~~
~~f~~Faculty on the RPL may request from the Dean or Director their own information recorded on the RPL.

8.17.1.7 The RPL shall be updated semesterly to reflect additions and deletions of faculty and other items listed in 1.2 above. A copy of updated division RPL's shall be sent electronically to the Federation within four weeks of the conclusion of the semester.

8.17.1.8 Newly added faculty to the RPL shall be notified in writing by the Dean or Director.

1.9 — The RPL shall be a public document posted in the division and made available to faculty and PT faculty digitally when requested.

8.17.2. Guidelines for Assignments

8.17.2.1 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~~**instructional** assignments when possible. No part-time assignment may exceed 67% of a full- time ~~work~~**load** or as allowable by the Education Code.

8.17.2.2 **Seniority of faculty members in a department RPL shall be based on the date of hire they become eligible for RPL in that department with the first hired having the highest seniority. More senior RPL faculty shall be offered assignments before less senior RPL faculty.**

8.17.2.3 **Part-Time faculty shall be offered assignments two at a time by seniority.**
If all RPL faculty have accepted at least one assignment and further assignments remain, additional assignments shall be assigned in order of seniority until all RPL faculty have accepted or declined (in any combination) at least 2 assignments.

2.4 — If the two instructional assignments do not total a minimum of 3 LHE (e.g. two 1 unit classes), then that instructor shall be given another assignment prior to additional assignments being offered to non-RPL faculty or RPL faculty who already have assignments totalling 3 or more units.

8.17.2.45 A single non-instructional assignment shall be at least ~~six~~ **three (63)** hours per week. Supervisors must offer at least 2 full assignments until all assignments are exhausted. Faculty may elect to take an assignment of a shorter length with approval of their Dean. ~~Acceptance of at least one assignment, full or reduced, will satisfy the requirements to maintain the faculty's RPL status.~~

8.17.2.52 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.

8.17.2.63 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 or additional offers of employment. The RPL faculty member shall respond back to the Dean within two (2) working days. Failure to accept a last minute/emergency offer within two (2) working days shall constitute a decline of the offer, but shall not count as a decline of employment under paragraph 3.1 a.

8.17.2.74 Part-time faculty members who have reemployment preferences (Section ~~8.1744~~, 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.

8.17.2.89 If an RPL faculty member has an assignment cancelled at least 15 days prior to the first class meeting, that faculty member may, at the discretion of the Dean, be given an uncanceled assignment belonging to a non-RPL faculty member.

8.17.2.5 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

8.17.2.6 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.

8.17.2.7 Part-time faculty may refuse ~~teaching~~ **instructional** and counseling dual enrollment assignments at high school sites. This refusal shall not have a negative impact on their status on the RPL.

8.17.3. Removal from the RPL

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

- a. Declining three offers of employment (fall 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.

8.17.3.2 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 (**as defined in Article 22**), a conference with the Dean 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.*

8.17.3.3 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 **8.1744**, A1.

8.17.3.4 **Nothing in this section is intended to interfere with the District's rights under Education Code Section 87665.**

8.17.4. General Provisions

8.17.4.1 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 **8.14**, A1. The requirements of Section **8.14**, 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.

8.17.4.2 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.

8.17.4.3 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.

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

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

8.17.4.6 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.

8.17.5. Sections **8.1**, **8.2**, **8.10**, and **8.19** of this Article shall not apply to part-time faculty members.

8.17.6. Linked co-requisite support courses in English and Math, taught by the same part-time instructor, are considered to be two assignments for purposes of Section **8.14**.

It was also agreed that per Section **8.14. A. 3.2**, all decisions by the Dean 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 **22.2** Grievance Procedures, ~~Section .2~~ as a new Article Subparagraph (f).

8.18~~Section 15~~. Counselors

- (a) Full-time Counselors shall be employed on a ~~175-work day contract or a~~ 200-work-day ~~(40-week)~~ contract consisting of a basic 40-hour work week of professional counseling services. Counselors shall have an opt-in choice of ~~staying on the current~~ 175 work day contract ~~at 87.5% of Class/Step at 87.5 or moving to a of the~~ 200-work day ~~(40-week) contract salary schedule (Appendix C-3). New Counseling positions will be posted and advertised as either a 175-work day position or a 200-work day position at the Dean's discretion.~~ Counselors can change their work day contract with the Dean's approval. Such changes must be requested in writing with supporting rationale prior to March 1 for the upcoming contract period, and will be made on a case by case basis, at the discretion of the Dean. Each Counselor will formulate and submit a weekly schedule and identify contracted weeks for their entire contract year no later than May 15 for the upcoming fiscal year, subject to the approval of the appropriate Dean or Associate Dean. If a schedule change needs to be made after the May 15 submission, requests can be submitted for approval to the Dean or Associate Dean. The contracted weeks shall include ~~2628~~ 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 ~~1412~~ hours of non-student

contact work per week. Per the respective contracted weeks, the weekly schedule shall include student contact hours, non-contact hours, and reassigned time, when applicable, as noted in the table below and in accordance with Article 8, ~~Section~~. 19.

	<u>175-work day contract</u>	200-work day <u>(40-week)</u> contract
Work Days	<u>175 calendar days (August to December and February to June)</u>	200 calendar days <u>(40-week)</u> (July through June)
Student Contact Hours	<u>26 hours/week over 36 weeks (910 contact hours); Contact hours, not including overload, must be scheduled across a minimum of 3 days per week.</u>	<u>2628</u> hours/week over 40 weeks (based on <u>1640-1,120</u> contact hours) consisting of a minimum of 32 weeks from August to December and February to June and a minimum of 4 weeks distributed across January and/or July. Contact hours (not including overload) must be scheduled across a minimum of 3 days per week.
Scheduled Non-Student Contact Hours	<u>2 hours/week (e.g. including peak week student contact time)</u>	<u>26</u> hours/week (e.g. including peak week student contact time)
<u>Other Unscheduled Non-Student Contact Hours</u> <u>Institutional Service Hours</u>	<u>4 hours/week (e.g., for meetings, professional development, peak week student contact time)</u>	<u>46</u> hours/week (e.g., for meetings, professional development, peak week student contact time)

The Dean may require up to 30 hours of student contact a week, during periods of peak registration-student demand, not to exceed four (4) weeks per fiscal year. Each Counselor will spend no less than 3 days-32 hours per week on campus (or at the location where a counselor's work is scheduled) fulfilling contractual requirements for scheduled and unscheduled time. Depending on programmatic needs and operational demands, Counselors may request to work up to 50% of their scheduled 3432 hours [3 days] as a remote work arrangement, subject to approval of the Dean or Associate Dean. Requested remote workdays will be discussed with the Dean or Associate Dean during the schedule approval process. Counselors approved for a remote work arrangement may be required to adjust their scheduled "remote workday" in order to fully participate in campus events, activities, or professional duties. Counselors who are working remote are expected to be fully engaged during their remote work hours.

If a counselor works Saturday hours, that counselor shall be entitled to exchange those Saturday hours from their regularly scheduled hours. A counselor shall not be assigned

Saturday hours without the counselor's consent unless there is no other qualified Faculty Member available for such assignment.

- (b) Counselors are entitled to all professional privileges afforded to teachinginstructional faculty, such as professional development activities. Counselors will have up to 40 hours per contract year to be used for conferences, workshops (on or off campus), or other professional development, excluding campus committees. Professional development or duties deemed critical to the function of counseling duties is excluded from the 40 hours of allowed conference time per academic year and can be completed within the 2628 hours of student contact time, subject to the approval of the Dean or Associate Dean. Any hours in excess of the 40 which are approved for conferences, workshops, etc., will require the counselor to establish additional student contact hours on an hour-for-hour basis. These hours shall be rescheduled within 30 days from the hours missed.
- (c) A counselor who is also assigned a teachinginstructional load during the academic year shall have the option to count the teachinginstructional load as overload up to 30 percent per semester or include it as a part of the student contact hours per week in accordance with the chart below. For each scheduled teachinginstructional hour, 2 hours of counseling time shall be reduced for teachinginstructional and prep time.

Lecture/Lab Hours Scheduled for <u>TeachingInstruction</u>	<u>Unscheduled Teaching Related (Grading and Preparation) Hours</u>	Counseling Hours	<u>Non-Student Contact and Institutional Service to the College Hours</u>
0	0	<u>2628</u>	<u>1412</u>
1	1	<u>2426</u>	<u>1512</u>
2	2	<u>2224</u>	<u>1612</u>
3	3	<u>2022</u>	<u>1712</u>
4	4	<u>1820</u>	<u>1812</u>
5	5	<u>1618</u>	<u>1912</u>
6	6	<u>1416</u>	<u>2012</u>
7	7	<u>1214</u>	<u>2112</u>
8	8	<u>1012</u>	<u>2212</u>
9	9	<u>810</u>	<u>2312</u>
10	10	<u>68</u>	<u>2412</u>

- (d) ~~The 175-work day contract calendar is comprised of 36 weeks of service.~~ The 200-work day (40-week) contract calendar is comprised of 40 weeks of service. The academic year calendar schedule request will be communicated to all Counselors by May 1 of the prior academic year. Each counselor will submit their proposed work schedule to the Dean by May 15 of the prior academic year. If not approved, the Dean and the Counselor will develop an alternative acceptable schedule. The schedule of alternative contract days shall be determined in writing prior to June 1, of each year, but may be changed by mutual agreement during the year.
- (e) Counselors employed on the 175-work day contract may work up to 15 additional per diem days outside the 175 scheduled days with the approval of the Dean, six

~~(6) hours of student contact, at the daily rate of 1/175th of the Faculty Member's yearly salary (Article 10, Section 13(b).)~~

- ~~(f)~~ Depending on programmatic needs and operational demands, additional student contact days may be requested and will be compensated at a daily rate of ~~1/175th or~~ 1/200th of the Faculty Member's yearly salary, whichever is applicable per the approval of the Dean or Associate Dean.
- ~~(g)~~ For overload, full-time counselors may request up to six (6) additional student contact hours per week, subject to Dean approval, to be compensated at the rate noted in Appendix D-5. This would only apply during the contracted hours/weeks.
- ~~(gh)~~ A Counselor may request to be relieved of counseling duties and assigned as an Instructor. Such request shall be submitted in writing to the Dean of the Division who shall promptly forward the request with a recommendation to the appropriate Vice President who shall meet with the appropriate dean and the counselor requesting such assignment. Upon review of all the circumstances, the appropriate Vice President shall grant or deny the request in writing.
- (h) Part-time counselors are responsible for student contact hours and scheduled nonstudent contact hours and limited to 66.667% of the fulltime counselor workload. The total maximum workload per week for part-time counselors is 22.667 hours (66.667% of 34 hours). Part-time counselors are not required to perform institutional service.

8.19Section 16. Librarians

- (a) Librarians will be employed on an academic year basis. The total workload for full-time librarians is 1400 hours per academic year (40 hours/week * 35 weeks). [There was a clear math error that has been in our CBA for a long time. This is the correct version of total hours and weekly hours.]
- (b) The basic work week under the 16-week compressed calendar for Librarians shall be 4543.75 (1400 hours/32 weeks for compressed calendar) hours per week. This will include thirty-three and a half (33.5) regular scheduled hours of professional library service. An additional ten hours 15 minutes (10.25 hours) eleven and a half (11.5) hours of professional library service or other non-student contact academic activities will be provided by the Librarian, as determined by the Dean, Library and Learning Resources and the Librarian. During intersessions, if getting paid per diem, the work day is a minimum of 6 hours (combined total of in-person and remote work).
- (c) Librarians are entitled to all professional privileges afforded to teachinginstructional faculty, such as professional development activities.
- (d) A Librarian who is assigned a classroom teachinginstructional load in addition to the 40-hour professional week during the academic year will be paid for the additional hours at the hourly rate as set forth in Article 10, Section .7(c).
- (e) A Librarian may request to be relieved of librarian duties and assigned as an Instructor. Such request shall be submitted in writing to the Dean of the Division.

- (f) Part-time librarians can serve up to 66.667% of a full-time librarian's professional library service hours. Therefore, a part-time librarian's maximum workload is 22.445 hours per week during primary terms (Fall and Spring). Part-time librarians are not assigned additional library service or other non-student contact activities.

8.20Section 17. Faculty Coordinators

- a. Faculty Coordinators on the Fiscal Year Salary Schedule (~~222244~~ **contract days**) will be employed for a basic work week of forty (40) scheduled hours of professional services. The total workload for full-time faculty coordinators is 1952 hours per year (244 days * 8 hours per day). The basic work week under the 16-week compressed calendar shall 43.75 hours per week (1400 hours/32 weeks) expanded by 12.5% (45 hours per week) for those Faculty Coordinators hired on an academic year basis.
- b. Coordinators are entitled to all professional privileges afforded to teachinginstructional faculty, such as professional development activities.

8.21Section 18. Registered Nurses, Nurse Practitioners, Physician Assistants and Clinical Psychologists

- (a) Registered Nurses, Nurse Practitioners, Physician Assistants and Clinical Psychologists in Student Health Services will be employed on an academic year basis. The total annual workload for these positions per academic year is 1400 hours (35 weeks * 40 hours per week).
- (b) Registered Nurses, Nurse Practitioners, Physician Assistants and Clinical Psychologists will be employed for a basic work week of forty (40) scheduled hours of professional services including case preparation, staff and committee meetings, and off-site visits for professional development. The basic work week under the 16 week compressed calendar shall be 43.75 hours per week expanded by 12.5% (45 hours per week). Each Registered Nurse, Nurse Practitioner, Physician Assistant and Clinical Psychologist will formulate and maintain a schedule, subject to the approval of the appropriate Dean, consisting of a basic 43.75 45 hours per week to include 36 student contact hours, including case preparation, and 9-7.75 hours of institutional service (staff and committee meetings, and off-site visits for professional development).
- (c) Registered Nurses, Nurse Practitioners, Physician Assistants, and Clinical Psychologists are entitled to all professional privileges afforded to teachinginstructional faculty, such as professional development activities.
- (d) Part-time Registered Nurses, Nurse Practitioners, Physicians Assistants, and Clinical Psychologists can serve up to 66.667% of a full-time faculty workload. Therefore, a part-time Registered Nurse, Nurse Practitioner, Physician Assistant, or Clinical Psychologist maximum workload is 24.00 hours per week during regular terms (Fall and Spring). Part-time faculty in this category are not assigned staff and committee meetings, or off-site visits for professional development.

8.22Section 19. Released/Reassigned Time

The Dean must approve, in advance, all released/reassigned time. Released/reassigned time must be served on campus or at the location specified in the grant or other program

for which such time is released or reassigned. When calculating released/reassigned time, a 40-hour week base is used, and the contractual commitments are reduced by the percentage of the released or reassigned time. See examples for clarification.

Example One

If an Instructional Faculty member is released/reassigned on a 50% basis:

- (a) their released/reassigned commitment is ~~22.5~~**21.875** hours per week;
- (b) their ~~teaching~~**instructional** schedule is based upon a 50% load; and
- (c) their unscheduled time is the remainder of the ~~43.75~~**45**-hour work week.

Example Two

If a Counselor is released on a 50% basis:

- (a) their released time commitment is 20 hours per week on campus:
- (b) their student obligation (in addition to any student contact time required by the released time arrangement) is 13 hours per week; and
- (c) their contractual non-student contact obligation is 1 hour per week on campus.

~~8.23~~**Section 20**. Graduation

- (a) The District and the Federation agree that it is desirable to have as many Faculty Members as possible attend and participate in graduation ceremonies each year. In order to provide a minimum attendance, the Academic Senate shall assign an alternate one-third (1/3) of the Faculty Members each year to participate in the graduation ceremonies. The contractual obligation of the non- participating two-thirds (2/3rds) of the Faculty Members shall be considered fulfilled upon completion of their examinations, office hours, and check-out procedures.
- (b) To advance the goal stated in (a), the District and the Federation will encourage Part-Time Faculty Members to attend graduation and extend to them the same opportunity to secure robes and school colors as is extended to Full-time Faculty Members.
- (c) In any year in which the total number of faculty in attendance at graduation ceremonies falls below 33% of the Full-Time Faculty Members, 40% of the Full-Time Faculty Members will be required to attend the following year's ceremonies.
- (d) The additional faculty chosen to attend, beyond the required one-third (1/3), will be picked by a random drawing in the office of Academic Affairs with Federation representation present.

~~8.24~~**Section 21**. Flex Time Credit

District suggests moving entire section to Article 10 as FLEX is directly compensatory. Alternative is to break FLEX Time Credit out as its own article.

Each 10-month Full-Time Faculty Member shall be responsible for 24 hours of Professional Development and each 12-month Full-Time Faculty member shall be responsible for 9 hours of

Professional Development. Full-Time Counselors shall be responsible for 9 hours of Professional Development.

- (a) A total of four (4) days shall be identified for Faculty Development (Flex) on the academic calendar. A Flex day shall consist of six (6) hours.
- (b) The first day of the fall semester shall be a Flex day, with six (6) hours of scheduled activities mandatory for all Full-Time Faculty Members. The morning of the first day of the spring semester shall be three (3) hours of scheduled Flex activities mandatory for all Full-Time Faculty Members. If there is a scheduling conflict with the President's availability, the morning of the second day of the spring semester shall be used in lieu of the first day. Faculty members will be notified by email at least ninety (90) calendar days in advance of such rescheduling. The additional fifteen (15) hours of required Flex activities will be required of all 10-month Faculty and Required professional development hours may be completed with activities selected at the Faculty Member's discretion.

El Camino College's mission is to make a positive difference in people's lives and provide innovative and excellent comprehensive educational programs and services that promote student learning, equity, and success in collaboration with our diverse communities. Hence it is imperative that faculty engage in Senate-approved professional development that unpacks, interrogates, and identifies strategies to vigilantly mitigate and dismantle systemic racism and/or addresses racial equity, diversity, and inclusion (EDI).

It is mutually agreed as follows:

10-month full-time faculty are currently required to complete 24 hours of professional development activities annually per Article 8, Section 21 of the collective bargaining agreement. Beginning with the 2021-2022 school year, all 10-month tenured and tenure-track faculty will be required to complete four (4) hours of equity focused professional development training outside of the mandated fall and spring professional development day general session each academic year. Completion of senate approved racial equity focused trainings shall count toward the completion of the required 24 hours of professional development hours for 10-month faculty. Beginning with the 2021-2022 school year, all part-time faculty will be paid to complete two hours of mandated, Senate-approved racial equity focused professional development each academic semester when employed with an active contract (fall/spring). Completion of equity focused professional development hours shall be counted separately from required District trainings per Article 10, Section 9(h). The remaining one hour, if the part-time faculty member is eligible for more than two (2) hours, shall be paid based on contracted hours per Article 8, Section 21e. Professional development (PD) hours shall be paid at the appropriate column and step of Appendix D-1, Lecture rate.

Some examples are as follows based on Article 8, Section 21e and the preceding text:

1. A PT faculty member with a six (6) unit load (eligible for three (3) paid hours of PD per CBA)

- a. If the PT faculty member completes one (1) hour of EDI PD and two (2) hours of non-EDI PD, they shall be paid for three (3) hours at the appropriate D-1 lecture rate.
 - b. If the PT faculty member completes three (3) hours of non-EDI PD, they shall be paid for three (3) hours at the appropriate D-1 lecture rate.
2. A PT faculty member with a four (4) unit load (eligible for two (2) paid hours of PD per CBA)
 - a. If the PT faculty member completes three (3) hours of EDI PD, they shall be paid for two (2) hours at the appropriate D-1 lecture rate.
 - b. If the PT faculty member completes three (3) hours of non-EDI PD, they shall be paid for two (2) hours at the appropriate D-1 lecture rate.
3. A PT faculty member with a two (2) unit load (eligible for one (1) paid hour of PD, per CBA)
 - a. If the PT faculty member completes two (2) hours of EDI PD, they shall be paid for two (2) hours at the appropriate D-1 lecture rate.
 - b. If the PT faculty member completes two (2) hours of non-EDI PD, they shall be paid for one (1) hour at the appropriate D-1 lecture rate.
 - (1) If a Faculty Member misses a mandatory Flex day, they shall be charged under the appropriate leave account in proportion to the missed flex time and may not make up the absence. For the purposes of this Article, six hours of flex time shall be equal to one day of absence. Any portion of the six hours missed shall be considered a partial absence and shall be charged accordingly. For example, if a Faculty Member misses the fall flex day (6 hours) they will be charged with one (1) day (8 hours based on a 40-hour work week) of absence. If a Faculty Member misses the spring flex day (3 hours), they will be charged with one-half day (1/2) day (4 hours based on a 40-hour work week) of absence.
 - (2) A Faculty Member must submit the ~~24~~additional 15 hours of required flex activities by June 1, which can include scheduled events that will occur between June 1 and June 30. No flex credit hours may be submitted for non-scheduled activities (i.e., watching videos or reading a book) occurring after June 1. A Faculty Member's pay shall be deducted for any of the ~~24~~15 flex hours not completed.
 - (c) Faculty Members on extended leave (e.g., sabbatical, study abroad, faculty exchange, catastrophic illness, etc.) shall have their twenty-four (24) hour Flex obligation proportionately reduced for that academic year.
 - (d) The Flex requirements shall apply equally to Full-Time Temporary Faculty Members, with the twenty-four (24) hour requirement pro-rated if the assignment is less than 100%.

- (e) Each Part-Time Faculty Member ~~may elect to complete~~ shall be responsible for completion of Professional Development flex time equal to ~~two (2)~~ one-half (1/2) hours of professional development activities for each semester unit taught in the fall and spring semesters up to a maximum of ~~ten (10)~~ three (3) hours per semester. Flex time shall be payable at the appropriate column of Appendix D-1, Lecture, Step 1 rate. Part-Time Faculty Flex hours shall not be computed as part of the teaching instruction teaching load.

~~(f) Up to 2 hours of mandatory virtual trainings may be assigned to full-time faculty per semester. Such hours shall be counted as professional development. Additional virtual trainings may be assigned, but they shall be optional and compensated at the Appendix D-3, Rate I hourly rate.~~

8.25Section 22. New Faculty Learning Academy

Faculty Members, newly hired to a full-time tenure track position, may be required by their Dean to attend the New Faculty Learning Academy. The New Faculty Learning Academy will consist of up to four (4) two- (2) hour sessions in the first fall semester of their employment. The District shall provide Flex Time credit, hour for hour, for all new Full-Time Faculty Members who attend.

8.26Section 23. Safety

- a. The District shall provide work and workplaces that are safe and healthful. The District and employees will follow applicable job safety and health laws while conducting District business. The Federation will cooperate with the District in encouraging employees to maintain a safe and healthy work environment.
- b. The Federation shall have a designated representative on the District Safety & Health Committee.

8.27Section 24. Dual Enrollment

Classes offered at high school campuses, as mutually agreed upon between the ECC District and the local school district, may be taught by qualified high school teachers who meet District minimum qualifications and are being paid by their local district per their local school contract. A qualified high school instructor teaching a course offered for college credit at a high school campus will not displace or result in the termination of an existing El Camino faculty member teaching the same course at the District.

- ~~(a) Part-time faculty may refuse teaching and counseling dual enrollment assignments at high school sites and shall not count as a decline of employment under paragraph 3.1 a, but shall count as an offer of employment for the semester (Article 8, **Section 14**). High school students who qualify to enroll in college courses at El Camino College may elect to do so while still enrolled in high school. The courses may be offered on the El Camino College campus or at the high school with which El Camino College has a dual enrollment agreement/contract in place. Faculty who teach El Camino College courses are employees of the College and may teach such courses at the high school or on the El Camino College campus. Faculty may refuse offsite (i.e. not on the El Camino College campus) assignments without~~

~~penalty or having a negative impact on full- or part-time Faculty load or rehire rights.~~

- (b) ~~If a part-time faculty member is on the RPL, refusal of a dual enrollment course at a high school worksite does not constitute a refusal of an assignment as enumerated in Article 8, Section 14.~~

~~High school teachers who meet the minimum qualifications to teach college courses that are offered through dual enrollment, may indicate their preference for teaching a course. The teacher will be interviewed by a selection committee in the normal manner in which part-time Faculty are hired. If selected, the high school teacher will be employed by El Camino College as a part-time Faculty member and receive pay in accordance with the collective bargaining agreement between the El Camino College District and the Federation. The Faculty member shall perform their teaching duties and responsibilities in accordance with the El Camino College faculty collective bargaining agreement and the policies and procedures of the El Camino College District. All part-time dual/concurrent enrollment teaching offers are subject to rehire/seniority preference as outlined in Article 8, Section 14 of this contract.~~

- (c) El Camino College dual enrollment faculty who are not also employed by the high school district site where they are teaching shall receive the following:

~~1(a) mileage reimbursement calculated based on a round trip (R/T) from El Camino College to the high school site for scheduled teaching and counseling days. This shall be paid out at the district mileage rate.~~

~~(e)2~~ If the dual enrollment course is canceled, the assigned instructor will be paid for the course up to and including the canceled class day, be given up to one hour of pay (at the appropriate part-time rate), and R/T mileage reimbursement to return to the site to remove belongings from the classroom.

~~(e)3~~ – Dual enrollment faculty shall be paid a \$~~100400~~ stipend upon completion of the course.

[Move to Article 10 compensation.]

~~(d)4~~ All dual enrollment courses shall fulfill the required El Camino College classroom hours to meet credit requirements of the course outline of record (COR) and for courses taught by El Camino faculty will not exceed the hours listed on the COR.

~~(5) All dual enrollment faculty must meet El Camino College minimum qualifications for the courses assigned. In addition, El Camino College faculty and High School faculty teaching El Camino College dual enrollment courses who do not meet minimum qualifications directly may use the existing District equivalency process.~~

Section 28. Department Chairs

District Proposes breaking out Department Chairs as a separate article in the CBA.

1. Department Chairs Duties and Responsibilities

~~The department chair shall provide leadership to the department and shall assist the Dean or responsible administrator in a non-managerial capacity.~~

~~Chair reassigned time and stipends indicated in section 2 Compensation are granted so that the department chair will be able to fulfill the chair's leadership responsibilities and perform the college's operational duties in a timely manner. The responsibilities and duties include:~~

~~1.1. Scheduling~~

~~1.1.1. Provide primary input into classroom and non-classroom scheduling and assignments in response to District guidelines and parameters.~~

~~1.1.2. Review and make corrections to preliminary drafts of the class schedule and catalog.~~

~~1.2. Staffing~~

~~1.2.1. Identify faculty staffing needs (full-time and part-time) to Dean and assist with recruitment.~~

~~1.2.2. Participate in interviews and recommend faculty for hire.~~

~~1.2.3. Orient new faculty to the department and program.~~

~~1.2.4. Coordinate discipline equivalencies.~~

~~1.3. Planning~~

~~1.3.1. Work with department members to complete program review.~~

~~1.3.2. Make recommendations for program expansion and modification.~~

~~1.3.3. Coordinate the review, modification, additions, and deletions to department curriculum.~~

~~1.3.4. Coordinate departmental assessment of outcomes related to college accreditation.~~

~~1.3.5. Assist the Dean in other planning activities as needed.~~

~~1.4. Budget~~

~~1.4.1. Provide input to the Dean for annual budget and other expenditure requests to relevant college funds.~~

~~1.4.2. Work with Deans and division faculty and staff to efficiently utilize authorized departmental funds and monitor departmental expenditures throughout the fiscal year.~~

1.5. Divisional Relations

1.5.1. Attend standing Department Chair and Division Council meetings and meet with the Dean and Vice President as needed.

1.5.2. Act as liaison between Faculty and Administration.

1.5.3. Where appropriate, assist and collaborate to maintain external program accreditation or approval.

1.5.4. Provide program expertise and information to the Board of Trustees as requested.

2. Compensation

The below table is used to configure department chair remuneration based on FTEF. Should a department chair position become vacant for any reason during a semester or session, the remuneration shall be prorated.

Baseline FTEF Compensation: Each department chair shall be given a baseline compensation per the following table:

Chair Baseline FTEF Compensation

<u>Full-time equivalent faculty in the department as of the beginning of the prior spring semester</u>	<u>Reassigned time for department chairs per semesters</u>	<u>*Summer/Winter Stipend to be paid at the end of summer/winter</u>
<u>Up to 5</u>	<u>30%</u>	<u>\$1,000</u>
<u>More than 5 and up to 15</u>	<u>40%</u>	<u>\$2,000</u>
<u>More than 15 and up to 35</u>	<u>50%</u>	<u>\$3,000</u>
<u>More than 35 and up to 50</u>	<u>75%</u>	<u>\$4,500</u>
<u>More than 50</u>	<u>100%</u>	<u>\$6,000</u>

3. Eligibility, Single and Multi-Discipline Elections, Resignation, and Removal:

3.1. Department Chairs shall be elected from the tenured full-time faculty of the department for a term of three (3) years.

3.2. Eligibility: Except as provided in the next paragraph, to qualify as a candidate for department chair a faculty member must be full-time and

must be assigned 50% or greater within the department at the time the office is assumed.

3.3. Faculty planning sabbatical or leave of absence during the proposed term are ineligible. Overload assignment shall not be considered when determining eligibility.

3.4. Elections: The method of voting shall be determined by a majority vote of the full-time members of the department.

3.4.1. If no voting method can be determined, voting shall be by written, secret ballot (written proxy votes are accepted). All ballots shall list the names of the candidates in lottery order, and shall provide a space for a "write-in" candidate. If requested by a faculty member of the department, tabulation shall be presided over by an officer of the Federation and the area Dean.

3.4.2. Former members of a department currently serving in an administrative position are not eligible to vote in these elections, nor may they become candidates unless they relinquish their administrative positions, return to faculty status, and resume membership in the department. An individual on a leave of absence may be a candidate for department chair, but only if they are scheduled to return from the leave in time to assume the duties at the beginning of the term.

3.4.3. All full-time faculty members assigned to a department shall have the right to vote. The presiding department chair is considered a voting member.

3.4.4. To be elected, a candidate must receive a majority of the votes cast.

3.4.5. If no candidate receives more than 50% of the vote, a runoff election will be held between the two candidates that received the most votes. In the event that the two final candidates tie, and the tie cannot be broken, selection shall be determined by lot at the election.

3.4.6. Departments may limit the consecutive number of terms a chair can serve as determined by a majority of the voting members in the department.

3.4.7. If the department is unable or refuses to elect a chair, the Dean shall take over the duties of chair.

3.5. Acceptance and Notification Timeline for Chair Assignment.

3.5.1. Sitting Department Chairs will notify their Dean of the outcome of the spring elections within seven business days of the selection of the newly elected Department Chair.

~~3.5.2. Department Chairs newly elected in the spring semester may assume duties July 1st or on the first day of the fall semester following their election if the sitting Chair does not work the entire summer/winter.~~

~~3.6. Summer/Winter Chair Duties~~

~~3.6.1. By the end of the first week of May (for summer) or November (for winter), Department Chairs will inform the Division Dean if they will work in the summer/winter. If the job will be shared between co-chairs or a sitting and a new Chair over the summer/winter, the stipend will be evenly split.~~

~~3.6.2. A sitting Department Chair who is not sharing the assignment and elects to work during the summer/winter will complete tasks as needed and be in communication (via e-mail, telephone, or other virtual modality) with the Division over the entire summer/winter term to receive a full stipend.~~

~~3.6.3. If a sitting Department Chair becomes unavailable to fulfill their Chair responsibilities during the summer/winter, the Dean will take over the Chair duties and the summer/winter stipend will be prorated accordingly.~~

~~3.6.4. Any Department Chair, newly elected or sitting, may elect not to work during the summer/winter. In such cases, the division Dean will take over summer/winter Chair duties.~~

~~3.7. Resignation and Removal~~

~~3.7.1. Resignation:~~

~~3.7.1.1. In the event that a department chair does not complete their term of office, a new chair shall be selected by election to serve for the remainder of the unexpired term. In instances when the unexpired term is one half (1/2) or more of a full term, it shall be counted as a first term for the new chair.~~

~~3.7.1.2. The department chair may resign at any time. Their written resignation shall be submitted to the area Dean fifteen (15) working days prior to the effective date of resignation.~~

~~3.7.2. Recall: A department chair may be removed from their assignment as chair through recall election. The reasons for recall must be stated in writing by a full-time faculty member in the department and submitted to the area Dean's office. The department chair shall have a chance at a department meeting to respond to reasons for recall before voting takes place. The area Dean's office shall conduct the vote within 4 weeks of the recall petition filing. The chair can be recalled if two-thirds (2/3) of the members casting ballots vote in~~

~~favor of the recall. Recall may be instituted no sooner than one semester after the chair takes office.~~

[This item must be discussed as part of compensation given the reassignment time and stipends involved. In addition, there may be additional duties required of a department chair (i.e. faculty evaluations – FT and PT, etc.). The District recommends discussing this entire section as its own Article.]

APPENDIX B

~~Deleted repeat of Appendix B:~~

Faculty Load

~~I. General~~

~~The normal teaching load (based on the El Camino College traditional eighteen-week semester) shall be fifteen (15) lecture/extensive laboratory hours or equivalent, twenty (20) laboratory hours or equivalent, plus or minus one lecture hour or equivalent laboratory hours. A teaching load exceeding sixteen (16) lecture/extensive laboratory hours, or equivalent, shall be compensated at the overload hourly rate for load in excess of fifteen (15) lecture hours, or equivalent, may be balanced without additional compensation within the following semester thereafter subject to approval of the District, or may be banked subject to Section III.C.2 of this appendix. A teaching assignment of less than fourteen (14) lecture hours, or equivalent, shall be balanced by using banked load as described below, load balancing the following semester or as soon as possible thereafter subject to approval of the District, or may be equated by special assignment as provided in Part IV of this policy.~~

~~Total Faculty Hours~~

~~Per Article 8 Section 1 and Section 2, the base work schedule for faculty employed on an academic year basis is 175 days with a basic work week of 40 hours per week. The work week for instructional faculty is composed of direct instructional time, prep/grading time, office hours, service to the College, and professional development.~~

~~Instructional Faculty—Part-Time~~

~~Part-time faculty may take on a teaching load of 67% of full-time faculty in terms of instructional hours and grading/prep time (Education Code 87482.5). This is the equivalent of up to 10 lecture hours, or equivalent, per week with an additional 10 hours of prep and grading per week. Part-time faculty are not required to perform office hours or complete college service.~~

~~Compensation for faculty shall be based on the load associated with the instructional, counseling, or other service activity. Load is equalized by the use of Catalog Contact Hours and Lecture Hour Equivalent (LHE). The normative instructional load for a full-time instructional faculty member is 15 LHE per primary semester and 30 total LHE per year.~~

~~1 LHE = 1/15 of a lecture
load = 0.06667 load 3 LHE =
3/15 of a lecture load =
0.20000 load~~

<u>Assignment Type</u>	<u>Catalog Contact Hours (h/LHE)</u>	<u>LHE</u>	<u>Load</u>
<u>Lecture</u>	<u>1 (15 LHE / 15 h)</u>	<u>1</u>	<u>0.06667</u>
<u>Extensive Lab (Xlab)</u>	<u>1 (15 LHE / 15 h)</u>	<u>1</u>	<u>0.06667</u>
<u>Lab (Non-Xlab)</u>	<u>1.33333 (15 LHE / 20 h)</u>	<u>1</u>	<u>0.06667</u>
<u>Non-Credit</u>	<u>1.66667 (15 LHE / 25 h)</u>	<u>1</u>	<u>0.06667</u>
<u>Counseling 175-Day</u>	<u>1.73333 (15 LHE / 26 h)</u>	<u>1</u>	<u>0.06667</u>
<u>Counseling 200-Day</u>	<u>1.73333 (15 LHE / 26 h)</u>	<u>1</u>	<u>0.06667</u>
<u>Library</u>	<u>2.00000 (15 LHE / 30h)</u>	<u>1</u>	<u>0.06667</u>
<u>Other Non-Teaching (Based on 40 hours per week assignment)</u>	<u>2.66667 (15 LHE / 40h)</u>	<u>1</u>	<u>0.06667</u>

Other Non-Instructional Assignment Load:

Other non-instructional assignments require 2.66667 hours per 1 LHE of load. For all faculty, non-instructional assignments include a proportional reduction in all assigned and non-assigned time (office hours, assigned contact time, non-assigned contact time, etc.)

II. Definition and Calculation of Teaching Load

A. The Dean shall determine combinations of courses falling within the range of 15 plus or minus one lecture hour equivalent (93.33% to 106.67% inclusive). Such load will be considered normal, and no balancing, banking, or overload pay will be required.

B. Loads falling at the same extreme end of the load range should not be assigned in successive semesters, except:

1. In departments where the 15 lecture hour equivalent load is not easily attainable and where loads over consecutive semesters near the extremes of the range are desirable for good instruction;

2. Where the Instructor requests to teach, over consecutive semesters, a combination of courses which falls at the upper end of the range;

C. Load shall be calculated by summing the LHE and associated with an instructor's assignment each term per the Lecture Hour Equivalent tables in Appendix B.I:

Example: If an Instructor teaches 12 hours lecture and 6 hours extensive laboratory, then the load would be:

12 hours of lecture = 12 LHE = 12 * 0.06667 = 0.80004 = 80.00 % Load
6 hours of Xlab = 6 LHE = 6 * 0.06667 = 0.40002 = 40.00% Load Total
LHE = 18 = 120.00% Load

Example: If an Instructor teaches 12 hours lecture and 6 hours
laboratory (non-extensive), their load would be:

12 hours of lecture = 12 LHE = 12 * 0.06667 = 0.80004 = 80.00% Load
6 hours of lab (non-extensive) = 4.5000 LHE = 4.5000 * 0.06667 =
0.3000 = 30.00% Load Total LHE = 16.5 LHE = 110.00% Load

III. Overloads and Underloads

A. Overloads are loads greater than 16 lecture/extensive laboratory
hours or equivalent (greater than 106.67%). Underloads are loads
less than 14 lecture/extensive laboratory hours or equivalent (less
than 93.33%):

1. A one semester overload or underload may be assigned by
the District in an emergency, or if no other arrangement is
desirable for good instruction. This kind of overload or
underload must be compensated for by load banking,
overload pay, balancing, or special assignment, as described
in C below:
2. Before receiving an assignment, an Instructor may request in
writing to teach a load that exceeds the load range. Such
overload must be approved by the Dean and the Vice
President of Academic Affairs. In no event shall such
overload exceed 180.0%. This overload shall be compensated
for by load balancing, load banking, special assignment,
overload pay, or any combination thereof. If denied, the
Faculty Member will be provided with a statement in writing
giving the reason(s) for such denial:
3. An underload (less than 93.33%) may be assigned if an
Instructor requests such underload for personal reasons. The
underload, if granted, must be compensated for by reduced
pay in the proportion which their teaching assignment bears
to a full assignment - a 100% load:

B. Except under extraordinary circumstances, a faculty load over the
period of an academic year (fall and spring semesters) shall be
limited to a total load of 360.0% over the two semesters, or one class
each semester:

C. The methods of compensating for overloads and underloads will be
the following:

1. Balancing

- a. Balancing is a planned, recurrent scheduling of loads
above 16 lecture-hour equivalents (above 106.67%)
and below 14 lecture-hour equivalents (below 93.33%):
For example, 18 lecture hours in a fall semester and 12

lecture hours in a spring semester constitute a balanced load. Balancing is to be accomplished in successive semesters if possible. Loads of two semesters will be considered balanced if the sum of the percent loads for the two semesters falls within the range of 186.67%—213.33%.

- b. If an unforeseen underload occurs (e.g., from the failure of a class to fill), it should be compensated for by balancing with a subsequent overload, or by special assignment.
- c. If the balancing over a two-semester period cannot be planned to fall within the range, but exceeds an average of 16 lecture hours or equivalent (exceeds a total of 32 lecture hours or equivalent, 213.33%, for two semesters), the percent above 200% will be paid as overload.
- d. If the balancing over a two-semester period cannot be planned to fall within the range, but is less than an average of 14 lecture hours or equivalent (the sum of percentages for the two semesters is less than 186.67%), the percent below 200.00% may be compensated for by special assignment in the semester with the lower load, or in each semester with the lower load, or in each semester if both are underloads.
- e. If unforeseen conditions make it impossible to adhere to the formulated pattern in the second semester of a planned two-semester balanced load, the compensation may be made by special assignment in the second semester or by balancing carried over to the third semester.

2. Load Banking for Instructors

A faculty member, with the approval of their Dean and Vice President of Academic Affairs, who accepts a teaching overload or an intersession assignment may elect to "bank" those hours in lieu of additional overload compensation subject to the following provisions:

- a. The faculty member must designate hours to be banked prior to the beginning of the semester or intersession that they are earned.
- b. Banked hours may be used to reduce a faculty member's workload by an equivalent number of hours at the contract rate of pay. A faculty member may use banked hours, if sufficient, to take off up to two (2) semesters in any three (3) year period at full pay and benefits. These semesters may be consecutive.

- ~~c. A faculty member may not accrue more banked hours than the equivalent of 30 (thirty) lecture/extensive laboratory hours or equivalent (two times the instructor's semesterly load). In addition, any banked hours not used within 4 years will be paid by the District at the appropriate overload rate.~~
- ~~d. A faculty member must notify their Dean of their intention to use banked hours by the end of the preceding fall/spring semester.~~
- ~~e. At the option of the faculty member, subject to the approval of the dean, banked hours may be used as release time to replace load from classes that are part of the faculty member's contract load which have been canceled as a result of low enrollment thus causing the faculty member's contract load to fall below 14 lecture/extensive laboratory hours or equivalent.~~
- ~~f. If the utilization of banked hours would jeopardize the educational program in a discipline, the District may postpone a faculty member's usage of banked hours for one semester. This may only be done once per calendar year.~~
- ~~g. If two (2) or more faculty members from the same discipline desire to use banked hours and the District determines that not all can be accommodated, first priority shall be given to the faculty member who has used banked hours less recently. Further determination shall be based on seniority.~~
- ~~h. Banked hours may be used to convert a half-time sabbatical into a full-time sabbatical. Banked hours may be used to extend a one-semester sabbatical leave into a sabbatical leave of two consecutive semesters. However, the compensation from such a combination shall not exceed the employee's regular salary.~~
- ~~i. Health and welfare benefits and STRS contributions shall be the same as if the faculty member's total assignment, including the banked hours, had been worked. Banked hours shall count toward retirement and shall be considered paid District service during the period that they are used.~~
- ~~j. A faculty member who reduces their workload by using banked hours shall have office hours and other such obligations reduced proportionately.~~
- ~~k. In the event of a faculty member's resignation, termination, retirement, or death, the District shall reimburse the faculty member or their estate for any unused banked hours by dividing the banked hours by~~

~~thirty (30) and multiplying by the faculty member's yearly salary for the last year worked.~~

- ~~l. The District shall provide online access to the number of accumulated banked hours for all instructors.~~
- ~~m. Banked hours may be earned during summer, fall, winter, and spring terms.~~
- ~~n. Banked hours may be used during fall and spring terms.~~
- ~~o. Banked hours shall not be transferred, lent, or assigned between employees.~~

~~3. Overload Pay~~

- ~~a. Loads totaling more than 16 lecture/extensive laboratory hours or equivalent (more than 106.67%) which do not fit under C.1 (Balancing) or C.2 (Load Banking) will be compensated for by overload pay, which will be calculated as described below.~~
- ~~b. Formula for overload pay calculation: The following formula (or an equivalent method) shall be used to calculate the overload pay for each pay period. The formula regards the overtime hours as those in excess of the 100% load and then considers the overload hours so determined as equivalent catalog contract hours. The overload pay is based on the overload hourly rate, but it will be treated as contract pay to the extent that it will be paid in four-week periods during the semester in which the overload occurs and will not be subject to deductions as specified in Article 19, Section 3.~~

~~Overload pay (in dollars for a 4-week period) =~~

$$\begin{aligned} \text{Total Overload Pay} &= (\text{Total LHE} - 15) \times 17.5 \times \text{Overload LHE} \\ \text{Pay Rate OL Pay per Pay Period} &= \text{Total Overload Pay} / 5 \end{aligned}$$

~~Example: For illustration purposes,~~

- ~~• if the overload LHE rate effective July 1, 2023 is \$110.00; and~~
- ~~• an instructor's load included 6 lecture hours (6 LHE), and 3 extensive lab hours (3 LHE), and 12 non-extensive lab hours (9.00 LHE);~~
- ~~• then their total load is 18 LHE or 120%.~~

~~The overload pay calculation is as follows:~~

$$\begin{aligned} \text{Total Overload Pay} &= (18 - 15) \times 17.5 \times \$110.00 = \$5,775.00 \\ \text{Overload Pay per Pay Period} &= \$5775.00/5 = \$1,155.00 \end{aligned}$$

~~Note: Overload LHE per term pay rate is \$1925.00 (based on a weekly per LHE rate of \$110.00)~~

[Moved to 8.6 above.]

IV. Special Assignment

A. To calculate the percent load for special assignment, the number of weekly hours of special assignment makes use of the fact that 2.66667 hours of non-instructional work is equal to 1 LHE (0.06667 Load). Example: If an instructor has a special assignment that requires 8 hours per week of the instructor's time, the load factor will be equivalent to:
 $8 \text{ special assignment hours} / 2.66667 \text{ hours per LHE} = 3.0 \text{ LHE}$
 $3.0 \text{ LHE} = 3/15 = 0.200000 = 20.00\% \text{ Load}$

B. If an underload is not balanced by an overload or banked load, or if a balanced load is less than 28 lecture hours or equivalent over the two semesters (186.67%), the underload may be compensated for by approved special assignment, such as Learning Resource Center assignments, institutional research or departmental projects, arranged by the Dean and the instructor, with the approval of the Vice President – Academic Affairs.

C. To determine the number of hours of special assignment that is required to make up the underload, the percentage of underload below a 100% load will be applied to forty (40) hours per week. Example: If an instructor has a load of 87.5%, then the underload is equivalent to 12.5% so the special assignment time would equate to five (5) hours per week. ($12.5 \times 40 = 5$).

D. Non-credit Instructors

1. The standard contract year for non-credit full-time instructors is one hundred seventy-five (175) days of service.

2. In accordance with the requirements of Education Code Sections 22138.5 (5) and 22138.5 (6), an annual full-time equivalent non-credit assignment is defined as 875 hours as follows:

$25 \text{ hours/week} \times 35 \text{ weeks} = 875 \text{ hours}$

In accordance with the requirements of Education Code Sections 22138.5 (5) and 22138.5 (6), a non-credit assignment shall be calculated by calculating non-credit lecture hour equivalent (LHE) per the table in Appendix B.I. Example: An instructor teaches a non-credit course at 5 hours per week. $5 \text{ non-credit hours per week} \times (3/5) = 3 \text{ LHE} = 0.20 \text{ or } 20\% \text{ load.}$

Signed and entered into this _____ day of _____, 2025.

FOR THE DISTRICT

FOR THE FEDERATION

