

Article 16

Associate Faculty

16.1 Definitions

An "associate instructor" means a bargaining unit member who is employed and classified as a temporary employee in accordance with Education Code Sections 87478, 87480, 87481, 87482, or 87482.5.

16.2 Notification of Full-Time Vacancies

The Human Resources Department will notify all faculty by electronic mail at their District email address of all available tenure track faculty vacancies. Alternatively, faculty may file an interest card each academic year with the Human Resources Department and will receive notification of job openings by mail. The Human Resources Department shall notify CCFT of all tenure track bargaining unit vacancies prior to any public posting or advertising.

16.3 Scheduling: Associate Assignment

16.3.1 The District has right of assignment through the Division Dean or appropriate administrator. Questions or concerns regarding assignments should be brought to the attention of the Division Dean or appropriate administrator.

16.3.2 An associate unit member shall have the opportunity to state their availability, their desire for increase load, and list their preferred courses by submitting an "Availability Statement" (Appendix I.1) to the appropriate Dean (or program head when the course falls outside the division) prior to the development of the schedule for each semester or session.

If an associate unit member requests but does not receive their comparable load for any given semester or session, the appropriate administrator shall notify the unit member in writing and shall specify in this notice one or more of the following reasons for this decision.

Reasons for not receiving their comparable load shall include:

- (a) less than satisfactory evaluation
- (b) termination of course offering
- (c) return of a probationary or regular contract member from leave, where the associate unit member was employed as a temporary replacement
- (d) consolidation of positions toward a contract position
- (e) the need of a regular or contract unit member to complete a normal load
- (f) reduction in force
- (g) maintenance of continuity and quality of educational program
- (h) violation of or refusal to obey laws governing community colleges and/or regulations of the District.
- (i) demonstrated need of the District. In this case, the District need shall be identified.
- (j) not available when course is scheduled.

If an associate unit member does not receive an assignment for any given semester or session, the unit member may continue to submit "Availability Statements" to the appropriate administrator for up to four (4) semesters.

(k) lack of availability of teaching units within the program for that semester.

16.3.2.1 If an associate unit member is also a classified employee of the college, the associate assignment shall not cause the classified employee's work

week to exceed forty (40) hours per week nor the workday to exceed eight (8) hours per day. This restriction applies to all associate assignments, including for those associate unit members who have established reemployment preference.

16.3.3 "Availability Statements" (Appendix I.1) shall be used in making decisions pursuant to Section 16.4 below.

16.4 Notification of Assignment

In offering an assignment to an associate unit member each semester or session, the District/Division Office will make use of the following criteria:

- (a) Availability of the individual
- (b) Availability of the teaching units within the program for that semester
- (c) Evaluations
- (d) Length of service as defined below in 16.8.1
- (e) Reemployment preference as defined in 16.8.2

- (f) Educational preparation or study, relevancy or recency of related work and teaching experience, in specific course or assignment.
- (g) Maintenance of continuity and quality of educational programs.

Taking into consideration of the criteria in (a) – (g) above, the District/Division Office will follow the sequence below in making assignments to associate faculty:

- 1) Associate faculty with reemployment preference, in order of seniority as indicated in the length of service list, shall be offered their comparable load:
- 2) In order of seniority, as indicated in the length of service list, associate faculty with reemployment preference with a load of less than 60-67% shall be offered additional units, when available up to 60-67%, if they have requested them in their availability statement.
- 3) Any remaining units shall be offered to associates without reemployment preference.

If additional units become available after initial offers are made, they will be offered as prescribed above.

16.5 Cancellation or Withdrawal of Tentative Assignment

Associate teaching assignments are made by the District on a tentative basis, subject to a number of institutional factors: (1) Administrative approval; (2) class size; (3) possible assignment of a contract or regular instructor, as a part of a normal load, to one or more classes tentatively assigned to an associate instructor. If an assignment is canceled or withdrawn by the District, the cancellation or withdrawal will be effective when the associate unit member is notified by the Dean. If the instructor is notified within the 14 days before the first class meeting or during the first week of class, they shall be compensated for one-sixteenth of the number of hours the class is scheduled to meet and for time spent meeting the flex requirement. If the instructor is notified on the day of or after the first class meeting of the second week of classes, they shall be compensated for two-sixteenths of the number of hours the class is scheduled to meet and for time spent meeting the flex requirement. This formula for compensating for canceled classes applies to all classes: summer, fall, winter and spring sessions, and full-term, short-term and weekend classes.

16.6 Arbitrability

Grievances concerning the interpretation and application of Sections 16.3, 16.4, and 16.5 are not subject to the Arbitration provisions of this Agreement.

16.7 Work Load

An associate unit member's workload shall not exceed sixty seven percent (67%) of the standard full-time unit member workload (see Article 11). Notwithstanding this section and sections 1.4.12, 11.10, and 17.1.3, the District may employ associate clinical nursing faculty for greater than 67% load consistent with AB 1051 and such faculty shall continue to be considered "associate faculty" (1.4.12) and a "temporary instructor" (17.1.3). The following activities are excluded from the sixty seven percent (67%) workload and thus are not to be calculated toward it. Such exclusions are not limited to this listing:

- (a) classes taught for Cabrillo Extension;
- (b) service as a substitute teacher on a day-to-day basis as provided by Education Code Section 87482.5(b). *
- (c) classes taught during any summer session and winter session.
- (d) professional ancillary activities as defined in Section 16.16.

*Notes: For purposes of definition, day-to-day substitutes are not required to engage in long-term lesson planning, to attend department or division faculty meetings, to hold office hours or do final grading.

A day-to-day substitute, working consecutively up to 12% of the total hours of a single course, is paid at the rate stated in Article 13.9; thereafter, the day-to-day substitute will be paid at the appropriate associate unit pay rate, Article 13.1.2.4 or 13.1.2.5.

If it is known at the beginning of the absence that the substitute will work consecutively at least 12% of the total class hours, the substitute may be paid in units for the entire time the substitute is employed for that assignment.

16.8 Length of Service, Cabrillo College Service Credit and Reemployment Preference.

16.8.1 An associate unit member's length of service list for each academic discipline shall be established and updated each semester by the District Human Resources Office. The list shall be based on and sorted by the first date of paid temporary academic employment of each associate unit member and by academic discipline. In addition, the Length of Service List will identify those associate members who currently have reemployment preference (16.8.2). These Length of Service Lists will be used by each Dean in making assignments each semester according to 16.4. The Length of Service Lists by academic discipline shall be available to an associate unit member and CCFT upon request.

16.8.2 "Cabrillo College Service Credit" means the credit toward reemployment preference that an associate unit member earns for having completed one or more assignments in an academic discipline. An associate unit member must serve satisfactorily for the full term of their assignment(s) in the academic discipline during one semester. After earning eight semesters of Cabrillo College Service Credit in an academic discipline, an associate unit member shall have reemployment preference in that academic discipline. Denial of reemployment preference shall be based on evaluations or other contractual criteria as specified in 16.4.

16.8.3 An associate unit member with reemployment preference in an academic discipline shall be offered an assignment therein before an associate unit member without reemployment preference, provided they are qualified for the assignment as noted in 16.4. While all of the criteria in 16.4 are used in making assignments and the number

of available assignments can change based on several factors, the District will make an effort to provide continuing comparable assignment to associate unit members with reemployment preference.

- 16.8.4 If, during any semester, there are more associate unit members with reemployment preference than there are available assignments in an academic discipline, the available assignments shall be offered to those associate faculty who are most senior according to the Length of Service List, provided they meet the criteria specified in 16.4.
- 16.8.4.1 After an associate faculty member has been offered and has accepted an assignment, orally or in writing, an associate faculty member shall not be displaced by a more senior associate faculty member.
- 16.8.5 An associate unit member shall retain their reemployment preference unless it is terminated pursuant to the provisions of this article.
- 16.8.5.1 The reemployment preference of an associate unit member of an academic discipline is terminated:
- (a) if that unit member declines, after the end of the prior semester, an assignment during a subsequent semester, or winter or summer session, for which they had announced an availability and which assignment has been published in the appropriate schedule; or does not complete an assignment after it has begun.
 - (b) if the President or their designee concludes that the associate unit member does not meet the standards of performance and academic excellence that are required of certificated employees by the District, and the re-evaluation process (Article 17.4.11 and 17.4.12) has been completed.
 - (c) if the unit member is not employed by the District for two consecutive years, including summer and winter sessions. In such case the unit member's date of hire will reflect the date the new associate assignment commences.
- 16.8.5.2 The reemployment preference of an associate unit member in a division shall not be terminated if:
- (a) an assignment is cancelled because of low enrollment;
 - (b) an assignment is withdrawn to fill the load of a contract member;
 - (c) the associate unit member is unable to accept or commence an assignment because of verifiable illness or other extenuating circumstances which the member and the appropriate Dean mutually agree make acceptance or commencement impossible.
- 16.8.5.3 An associate unit member who has lost reemployment preference may later re-qualify according to 16.8.2.
- 16.9 Evaluation
Refer to Article 17.
- 16.10 Salary
Associate unit members shall be compensated according to the salary schedule attached as Appendices F.2, the Associate/Overload Faculty Salary Schedule, and F.3, the Associate Academic Specialist/Overload Salary Schedule. Refer to Article 13.1.2.
- 16.11 Health and Welfare Benefits
See Article 14 Section 4.

- 16.12 Office Hours
Associate unit members are required to hold pro rata office hours. See Articles 8.6 and 11.1.3.
- 16.13 Other Procedures
Except as otherwise provided in this Article, all other provisions in this Agreement apply equally to associate unit members on a pro rata basis except Sabbatical Leave, Article 10.9 (Leave Without Pay for Child Bearing Preparation and Child Rearing), Article 10.12 (Exchange Teaching Leave), Article 10.13 (Military Leave), Article 10.15 (Other Leaves Without Pay), Article 15 (Layoffs), and Article 18 (Retirement).
- 16.14 Conference Attendance
An associate faculty may submit a request to attend a professional conference following established District procedures. Approved conference attendance shall comprise part of the associate faculty's regular duties and the associate shall receive no additional compensation for professional conference attendance. An associate instructor may request expense reimbursement for approved conference attendance in accordance with District policy (see Section 9.3).
- 16.15 Email, Voicemail, and Computer Access
At the request of an associate faculty, the District shall assign voice mail and email accounts and make a reasonable effort to provide the instructor with access to a college-networked computer.
- 16.16 Professional Ancillary Activities
In accordance with Education Code section 87482.5 (c) (1), CCFT and the District agree that service in professional ancillary activities by unit members employed under this section, shall not be used for purposes of calculating eligibility for contract or regular status.
- 16.16.1 Professional ancillary activities include governance, staff development (except flex hours required according to Article 9.2), grant writing, advising student organizations, short-term restricted fund assignments, Department Chair units, Student Learning Outcomes (SLO) Coordinator work, Instructional Program (IPP) Coordinator work and union activity.
- 16.16.2 Teaching unit compensation for professional ancillary activities shall be counted toward eligibility for associate benefits as provided in Article 14.4.
- 16.16.3 CCFT will not pursue tenure claims on behalf of employees who accept professional ancillary activities assignments as defined herein.