

5.2.2 Priority of Assignment Status

It is the intent of the parties that changes to the Priority of Assignment (POA) process and seniority listing are intended to be implemented in the Fall of 2020. POA seniority lists based on hire date are intended to be produced and made available to all adjunct faculty to review prior to April 1st, 2020 so they can provide any necessary corrections prior to May 15th, 2020. The POA seniority listing will be produced by June 1st, 2020 for use in making assignments for the Fall 2020 semester. Requests for corrections to the seniority listing will only be allowed annually during the window period of April 1st through May 15th and must be submitted during this window period for verification to the Director of Employee Relations in Human Resources. An updated seniority listing will be published by the District no later than June 1st of each subsequent year.

- 5.2.2.1 An individual college adjunct faculty member's priority for assignment shall be determined by the date he/she was first hired within a specific discipline, and within the budgetary authority or control of each college or Continuing Education. For Continuing Education, this priority of assignment will be applicable throughout all Continuing Education sites within the faculty member's current subject area (as defined by the Continuing Education catalog) and the faculty member's qualifications. In case a tie for priority of assignment seniority date exists among adjunct faculty in the same discipline, the tie shall be broken by lot.

Adjunct faculty currently in the Priority of Assignment program as of the date of ratification of this Agreement shall have their seniority date reset to the date he/she was first hired within a specific discipline, and within the budgetary authority or control of each college or Continuing Education.

5.2.3 Eligibility for Priority of Assignment

- 5.2.3.1 Adjunct faculty who have completed six (6) semesters (excluding summer and intersession) of service within a six (6) year period within a specific discipline at a particular college or within a specific discipline in continuing education will begin their participation in the priority of assignment process in that discipline. Priority of Assignment rights shall automatically begin at the start of the seventh (7th) assigned semester. Those adjunct faculty who are either current contract or retired contract District employees are not eligible to participate in the priority of assignment program.

- 5.2.3.2 Upon initiation of POA rights (beginning of semester seven), the average FTEF load over the past two semesters (semesters five and six) shall be the minimum initial annualized POA FTEF load at which the faculty member will begin the POA program. Additional assignments and POA rights are delineated in 5.2.4. POA rights will continue to be based on an annualized FTEF load. (Example: if an adjunct faculty member has a 0.60 FTEF load

in semester five, and a 0.40 FTEF load in semester six, then he/she has POA rights to a 0.50 FTEF annualized load beginning semester seven.)

5.2.3.3 Upon initiation of POA rights (beginning of semester seven), all assignments completed since fall semester, 1990 (without a break in service of eighteen (18) months or more) without an unsatisfactory evaluation shall be included on the discipline list for which the adjunct faculty member has POA. Any assignments completed subsequent to gaining POA rights without a negative evaluation shall also be added to the adjunct faculty member's discipline list.

5.2.3.4 The discipline specific seniority list must be made available to any faculty member who requests it. The District must send to AFT a complete seniority listing of all POA adjunct faculty no later than June 1st of each year.

5.2.4 Determination of Additional Assignments

5.2.4.1 Prior to the beginning of each semester, after all tenured/tenure-track, pro-rata, and overload, assignments have been made based upon program needs, adjunct faculty who have qualified for priority of assignment rights will be contacted by the appropriate manager and advised of the availability of additional assignments from their approved list. Based on seniority, adjunct faculty members with POA will be offered additional assignments from within their list of assignments in the discipline for which they hold the priority of assignment right.

These additional assignments will be made following the adjunct faculty member's priority of assignment status as determined in 5.2.2 above. Nothing in this section shall preclude management from offering additional assignments for which the adjunct faculty member is qualified to be assigned, but outside of their previous list of POA assignments.

If acceptance of an additional assignment increases a faculty member's annualized FTEF load, her/his POA rights to said load will be increased accordingly (up to the 67% annualized maximum). Any new assignments will also be automatically added to the adjunct faculty member's POA list of assignments.

These additional assignments may only be made from the pool of available adjunct assignments. Available adjunct assignments shall generally mean those assignments which have become available due to either growth or attrition of other faculty. Adjunct assignments which will NOT be considered as available include those assignments made available by adjunct faculty during a break in service as defined in Article 5.2.6.1 and 5.2.6.2 below, or tenured/tenure-track faculty on approved leave, reassigned time, or who have retired. Assignments made available due to retirement will become available if not filled by a new tenure-track hire

within one (1) year.

- 5.2.4.2 Each semester, the appropriate manager may, at her/his option, exclude the greater of: ten percent (10%) of the total number of adjunct assignments (rounded to the nearest 0.20 FTEF) OR one (1) course section, OR eight (8) hours/week in a non-teaching area, from being selected by those adjunct faculty eligible for priority of assignments for the express purpose of hiring new adjunct faculty who have not previously held an assignment in the particular discipline during the past eighteen (18) months.
- 5.2.4.3 In the event that the above exclusion results in excluding all available adjunct assignments from selection by those adjunct faculty eligible for priority of assignments, a minimum of 0.20 FTEF must be made available, provided it was not the only 0.20 FTEF available.

5.2.5 Reductions

- 5.2.5.1 In the event the percentage of FTEF assignment of an adjunct faculty member who has qualified for priority of assignment rights must be reduced due to program needs, the affected faculty member shall have the right to maintain her/his seniority and current percentage of FTEF assignment. These faculty will be contacted by the appropriate manager and advised of the assignments from their approved list which are either available or being held by an adjunct faculty member with less or no priority of assignment status. The affected adjunct faculty member will then be offered an assignment within her/his approved list of assignments. The intended result of this process shall be to displace the faculty member with the least (or no) priority of assignment.
- 5.2.5.2 For college faculty, in the event the above reduction must be made after the first day of instruction, the affected adjunct member shall not displace other adjunct faculty members until the subsequent semester.

For continuing education faculty, this displacement can occur at any time during the semester but only one time per each course cancellation from the faculty member's assigned load, and only within the faculty member's qualified subject area.

In either of the above cases, an adjunct faculty member displaced from an assignment will not lose her/his seniority nor POA FTEF load rights.

- 5.2.5.3 If an assignment is canceled, said cancelation shall be communicated to the adjunct faculty member via email within two working days of the cancelation. If said assignment is canceled after the assignment has commenced, the notice of cancelation must be communicated via both email and orally (voicemail is sufficient). If the cancelation occurs after the

assignment has commenced, the adjunct faculty member shall be paid for all scheduled time worked up to that point in time, including any completed flex hours.

5.2.6 Break in Service

- 5.2.6.1 Adjunct faculty who are not given any assignment for circumstances beyond their control (course cancellations, contraction of a discipline, etc.) will retain their accumulated FTEF/hours for a period of eighteen (18) months. Adjunct faculty shall remain in contact with the appropriate manager during this time period so that they may be called back if conditions warrant.
- 5.2.6.2 Adjunct faculty who decline all offered assignments will retain their accumulated FTEF/hours for a period of twelve (12) months, provided the reason for the declination of assignments was approved by the appropriate Vice President. Adjunct faculty with priority assignment with District-paid benefits will have their benefits restored the first of the month following their return to service.
- 5.2.6.3 Adjunct faculty who voluntarily decline all offered assignments within a discipline, without approval of the Vice President, shall lose all priority of assignment rights and accumulated FTEF/hours within that discipline. Adjunct faculty who voluntarily decline a percentage of their offered assignments shall have their POA rights reduced by that percentage.
- 5.2.6.4 Adjunct faculty who retire from CALSTRS or CALPERS and who wish to continue teaching shall retain their Priority of Assignment rights as follows:
- 1) If an adjunct faculty member retires from CalSTRS and chooses to not work during the 180 day period as delineated in AB 340 (Chapter 296, Statutes of 2012), then said member will retain her/his Priority of Assignment status, provided he/she returns to work during the semester immediately following the 180 day waiting period.
 - 2) If an adjunct faculty member retires from CalSTRS and chooses to continue to work during the 180 day period as delineated in AB 340 (Chapter 296, Statutes of 2012), then said member will maintain her/his Priority of Assignment status uninterrupted.
- 5.2.6.5 POA faculty who have part or all of their assignment removed by management after a Tentative Assignment Offer has been issued, and then decline a subsequent assignment offered to them, will not lose any POA rights within that discipline, unless such declination has taken place two or more semesters in a row.

5.2.7 Termination

- 5.2.7.1 Adjunct faculty members who have not qualified for priority of assignment rights within a specific discipline within a college, shall have no re-employment rights within that discipline and may have their assignment terminated at any time. When the services of an adjunct faculty member are terminated for reasons other than lack of enrollment or availability of a suitable assignment, upon request, said faculty member shall receive a written statement of the reason for termination. Failure to receive such notice shall be grievable. However, the reason for such termination shall not be subject to the grievance process. Nothing herein is intended to deny an individual his/her rights provided by law.
- 5.2.7.2 Adjunct faculty members who have qualified for priority of assignment rights within a specific discipline within a college, may have their priority of assignment rights terminated at any time as a result of a finding that the adjunct violated provisions of the California Government Code, Education Code, Penal Code, District Policies and Procedures, or the District Human Resources Manual. In cases of violations of the District Human Resources Manual, a previous written warning must have been provided to the adjunct faculty member. The reason(s) shall be provided in writing. Termination per this Section of the Article shall only be grievable by AFT.
- 5.2.7.3 Adjunct faculty members who have qualified for priority of assignment rights within a specific discipline within a college who receive an unsatisfactory evaluation (“needs development” is checked on the summary line of evaluation instrument) during any of her/his regularly scheduled evaluations (as defined in Article 15.1.14.1 of the Agreement) will be provided with a written plan of remediation which he/she will be expected to implement during her/his following semester of assignment. A subsequent evaluation will take place during this following semester of assignment, again following the procedure defined in Article 15.1.14 of the Agreement. If this subsequent evaluation is again unsatisfactory (as defined above), the adjunct faculty member shall not receive an assignment the following semester in the discipline within which he/she was evaluated. In addition, her/his priority of assignment rights will be terminated.
- 5.2.7.4 No open-entry/open-exit class shall be cancelled while a faculty member is using sick leave as defined under Article 11.2 (Sick Leave). Upon return from sick leave instructors will be employed with pay a maximum of two (2) weeks or up to five (5) class sessions, whichever is less, during which time appropriate class size must be established in order for the assignment to be continued.