

**WVMCCD AND WEST VALLEY-MISSION FEDERATION OF TEACHERS (WVMFT, AFT 6554)
TENTATIVE AGREEMENT, ADOPTION CONTINGENT ON SUCCESSFUL CONCLUSION
OF SUCCESSOR NEGOTIATIONS RESOLVING ALL
OPEN CONTRACT SECTIONS AND SUBJECTS**

June 30, 2021

ARTICLE 100

ASSOCIATE MEMBER EMPLOYMENT

100.1 ~~Effective Spring 2004, a~~ Associate faculty shall maintain their current earned step and column placement on the Associate Faculty Salary Schedule upon returning to the District from any interruption in employment.

100.2 **Associate faculty are designated by law as temporary employees.** Associate faculty load shall not exceed sixty-seven percent (67%) of the hours per week considered a full-time assignment for regular employees having comparable duties. Assignment loads, for the purpose of calculating an associate faculty member's percentage of a full-time load, do not include service in professional ancillary activities pursuant to Section §87482.5(c) of the Education Code. Professional ancillary activities include, but are not limited to: governance activities, staff development, advising student organizations, grant writing, Program Review, Flex Day activities and committee work.

There is no District policy or practice which ~~either requires or requests~~ that associate faculty participate in activities beyond their scheduled teaching assignments and participation in Flex Day events which are required by the Academic Calendar and are part of the regular teaching compensation. This includes attendance at meetings, curriculum development, conference attendance, or any other voluntary activities.

~~Associate faculty are designated by law as temporary employees. Members formerly teaching with a limited services credential are restricted to a maximum of forty percent (40%) of full time load during any time.~~

100.3 **Associate Faculty serving as Day-to-day Substitutes, Short-term employees, Emergency Hires, or Long-term Substitutes:**

100.3.1 **Definitions**

a. Substitute: a substitute is an employee who fills in for a unit member who is absent

from work.

- b. Day-to-day Substitute: a day-to-day substitute refers to a temporary assignment lasting twenty (20) workdays or fewer, unless the substitute is designated as the teacher of record. **The 20 workdays refers to 20 consecutive calendar days (excluding Saturdays and Sundays).** Day-to-day substitutes are paid on the Associate Faculty Salary Schedule.
- c. Long-term Substitute: A long-term substitute refers to a day-to-day substitute assignment that continues past twenty (20) days; in this instance the long-term substitute assignment begins on the twenty-first (21st) consecutive work day. Long-term substitute also refers to a substitute assignment where the substitute is designated the teacher of record, regardless of the number of days of the assignment. A Long-term Substitute is a temporary contract assignment and is paid on the faculty salary schedule.
- d. Short-term Hire: a short-term hire is an **external** position (**not current employee**) to serve from day-to-day during the first three school months of any school term to instruct temporary classes pursuant to Education Code §87480. **A short-term hire is terminated after the assignment is fulfilled.**
- e. Emergency Hire: an emergency hire is a position to prevent the stoppage of work in an actual emergency, not to exceed 20 working days, pursuant to Education Code §87480.

100.3.2 Associate faculty may be employed as day-to-day or long-term substitutes, short-term employees or emergency hires. The time served as a day-to-day substitute replacement for absent faculty, or as a short-term or emergency hire pursuant to Education Code §87480, shall not be included in computing the service required as a prerequisite to attainment of, or eligibility to, classification as a regular employee of the District.

Service as a long-term substitute shall be counted toward the member's 67% of a full-time load.

Associate faculty loaded at 67% of a full-time load may not work in long-term substitute assignments, or beyond the twenty (20) working day limit for day-to-day substitute and emergency assignments.

100.4 **Associate Faculty Assignments**

Associate assignments shall be made in compliance with Article 18.7.1.

100.5 **Assignment Amendments**

An associate faculty member's assignment is made once it has been acknowledged into the resource management system (FLAC). The An associate faculty member's contract may be amended or cancelled under the following conditions:

- A. Inadequate class enrollment
- B. To fulfill the load requirement of a full-time member
- C. Budget constraints
- D. Other items reflected on the temporary contract that are required by law
- E. For associate faculty without REP status, at the end of a day or week at the discretion of the Board of Trustees, pursuant to Education Code §87665.

An associate faculty member with higher seniority cannot bump another associate faculty member, once the assignment has been formally acknowledged by the associate faculty member in Banner, is approved, even if their assignment is cancelled.

100.6 By the end of the 5th week of each semester, the District will send the Executive Director and President of WVMFT, AFT 6554 a list of all courses cancelled, with the date the course was cancelled, and the number of students enrolled.

100.7 The decision to replace an associate faculty member with a regular/contract member to allow the regular/contract member to maintain a full load shall be made by the Division Dean in consultation with the Department Chair no later than two (2) weeks after the first scheduled class meeting.

100.8 **Associate Faculty Office Hour Requirement**

Associate faculty are responsible for keeping office hours for each class taught. Office hours shall be a minimum of 0.5 hours for each class taught. **All scheduled office hours must be made available for all students enrolled in all courses the instructor is assigned for the term.**

100.9 **Assignment of Associate Faculty**

100.9.1 **Order of Assignment**

The assignment of classes for associate faculty members is based upon the

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availability of department offerings. To receive an assignment, the associate faculty must meet the state minimum qualifications for the Faculty Service Areas (FSA) and have adequate preparation for the specific course for assignment through appropriate education and experience, earned either inside or outside the District.

For associate faculty ~~in the qualified temporary pool who meet the above criteria,~~ courses shall be assigned first to those with Re-Employment Preference in order of seniority based on date of first assignment within each department ~~with available department offerings,~~ and then to non-REP associate faculty, in order of seniority based on the date of first assignment after the second satisfactory evaluation has been achieved ~~in the non-REP qualified temporary pool in order of seniority based on date of first assignment within each department with available department offerings.~~

100.9.2 Load Allocation Process

All associate faculty who have achieved REP, shall be assigned load through the following process, so that, over time and based on seniority, they are able to achieve a load in the range of 60-67 percent of a full-time equivalent load -- not anything less than that range, provided sufficient remaining load is available to assign a load in that range, or the associate faculty member refuses additional assignments.

~~**100.9.2.1 Load Allocation**~~

For the sole purpose of assigning load, associate faculty with REP shall be divided into two (2) subcategories: REP-1 and REP-2. The definition of these subcategories is as follows:

- a) REP-1: Any associate faculty member who meets the criteria for REP-1 status, as specified in Article 108.3
- b) REP-2: Any associate faculty member who meets the criteria for REP-2 status, as specified in Article 108.3

~~**100.9.2.2 Initial Implementation of Load Allocation**~~

~~A. Designation of current REP faculty as REP 1 or REP 2 shall occur in the semester that the 2018 2019 Collective Bargaining Agreement is adopted as follows: All associate faculty members who have REP status shall retain and accumulate their earned credit years toward the attainment of the subcategory statuses above, such that:~~

- 1) ~~Associate faculty with less than four (4) semesters of REP 1 status in Fall 2018 shall remain in REP 1 status, but shall count all semesters of REP 1 status toward the attainment of REP 2 status~~
 - 2) ~~Associate faculty with four (4) or more semesters of REP status, and at least two consecutive Satisfactory appraisals shall be placed into REP 2 status.~~
- B. ~~Initial implementation of the REP 1 and REP 2 designations for assigning load shall occur in the first semester after designation that is up for scheduling.~~

100.9.3 Minimum Load Allocation

Minimum load shall first be assigned to associate faculty with REP-2 status as provided in subsection b), and then to associate faculty with REP-1 status as provided in subsection a):

- a) ~~REP-1: Each semester in any discipline in which associate faculty assignments are available, pursuant to Articles 15.1 (8), 18.71.1 and 100.3 of the Collective Bargaining Agreement.~~ Associate faculty with REP-1 status shall be offered assignments with a minimum load of 40% and a maximum load of 67%. Acceptance of a partial load, ~~with approval of the Division Dean,~~ shall allow faculty to maintain REP-1 status. Available courses will be offered to REP-1 faculty in order according to the seniority on the REP lists held in Human Resources and approved by WVMFT, AFT 6554 and the Offices of Instruction. So long as the member is offered a minimum load of 40%, the District is not required to offer additional load.
- b) ~~REP-2: Each semester in any discipline in which associate faculty assignments are available, pursuant to Articles 15.1 (8), 18.71.1 and 100.3 of the Collective Bargaining Agreement.~~ Associate faculty with REP-2 status shall be offered assignments with a minimum load of 60% and a maximum load of 67%. Acceptance of a partial load, ~~with approval of the Division Dean,~~ shall allow associate faculty to maintain REP-2 status. Available courses will be offered to REP-2 faculty in order according to the seniority on the REP lists held in Human Resources and approved by WVMFT, AFT 6554 and the Offices of Instruction. So long as the member is offered a minimum load of 60%, the District is not required to offer additional load.

Assignment of associate faculty members shall always be secondary to the assignment of a ~~contract, regular, or emeritus~~ **full-time faculty** member.

Emeritus faculty who wish to return as associate faculty, shall be granted REP-

2 if they have received a "Satisfactory" evaluation on their most recent full evaluation prior to retirement. The date of first assignment for Emeritus shall be the date of hire as contract faculty. Once granted REP-2 status, they are subject to the same contract language as associate faculty.

100.9.4 Maximum Load Allocation

No REP-1 or REP-2 associate faculty member shall be assigned more than a total of 67% of the hours per week considered to be a full-time equivalent workload for the semester. It is the intent of this section to apply the 67% calculation consistent with its meaning in Education Code Section §874812

100.9.5 Allocation of Remaining Load

Any remaining available load in a department after each REP-1 faculty has received an assignment between 40-67% and each REP-2 has received an assignment between 60-67% may be offered to non-REP associate faculty **in the qualified temporary pool** who meet the state minimum qualifications for the Faculty Service Areas (FSA) and have adequate preparation for the specific course for assignment through appropriate education and experience, earned either inside or outside the District, **and in order of seniority based on the date of first assignment, after the second satisfactory evaluation has been achieved.**

~~For associate faculty who meet the above criteria, courses shall be assigned first to those with Re-Employment Preference in order of seniority based on date of first assignment within each department with available department offerings, and then to associate faculty in the non-REP qualified temporary pool in order of seniority based on their date of first assignment within each department with available department offerings.~~

100.9.6 Splitting Assignments

The District shall not be required to split an assignment with a single course record number ("CRN"). Should a CRN be split, then the available load shall be offered to associate faculty consistent with Article 100.

100.9.7 Offer and Acceptance of Assignment

An assignment is offered to an associate faculty member ~~only upon mailing of~~ **when the associate faculty member is sent** a Notice of Assignment to the member's last known address and/or email address as it appears in the associate faculty member's official personnel file. When possible, the Notice of Assignment shall be ~~mailed~~ **sent** at least 30 days before the beginning of the semester.

Associate faculty members are not authorized to work unless and until they provide acceptance **acknowledgement** of assignment **in Banner**, as follows:

~~A: Until the Banner Faculty Load and Compensation (FLAC) module is implemented, by returning a signed copy of the Notice of Assignment to Human Resources, in hard copy or electronic form.~~

~~B1: Upon implementation of FLAC, by acknowledging acceptance of the assignment in Banner.~~

B2: An associate faculty member who has been scheduled for work by the member's Department Chair or Division Dean, and who does not receive a Notice of Assignment for that work at least 30 days before the beginning of the semester, may request that the Division Dean expedite the Notice of Assignment, and the Division Dean shall do so.

100.9.8 Notification of Change of Assignment

If an associate faculty member's assignment is changed or altered before the beginning of the semester, a notification ~~in writing~~ **via their district email** of the proposed change shall be sent by the Division Dean **or Department Chair** to the member within five (5) working days of the date the decision is made.

100.10 Loss of Re-Employment Preference

Associate faculty members shall retain Re-Employment Preference as long as they continue to satisfactorily perform their responsibilities and continue to accept regular assignments.

REP shall not be withdrawn if the associate faculty member's services are terminated for lack of enrollment, discontinuance of service due to a reduction in force or other absence which is not considered a break in service pursuant to applicable law, except that which exceeds two years.

REP status shall be withdrawn if:

- 1. The associate faculty member ~~refuses~~ **declines** an entire assignment twice during three consecutive calendar years unless the assignment is refused because of **a** compelling personal reasons, such as pregnancy, birth of a child, or serious illness. The acceptance of another work assignment shall ~~not~~ be ~~or~~ considered a compelling personal reason **if the associate faculty member submits documentation of the acceptance of other work, and the acceptance occurs at**

least 7 calendar days prior to when the WVMCCD department initially offers assignments during the college’s normal scheduling period. A new three-year cycle begins after the refusal. Acceptance of a partial assignment, with approval of the Division Dean, shall allow the associate faculty member to maintain their REP status. An associate faculty member with re-employment preference can decline an entire assignment once every three consecutive calendar years and still retain REP status.

- 2. The associate faculty member’s appraisal outcome fails to meet the standards required for the maintenance of REP as defined in Article 108.6.6.

100.11 Resolution of Disputes

No grievance may be filed or processed in regard to Article 100.9 other than the failure to follow established processes.

100.12 Summer and Winter Session Assignments

New associate faculty or those associate faculty in Satisfactory status may elect, with the approval of the appropriate Department Chair and Division Dean, to teach Summer or Winter Session classes. Regular and contract members in Satisfactory status shall be given preference over associate faculty members in the assignment of Summer or Winter Session classes in their department.

Summer and Winter Session teaching assignments are made by the Department in consultation with the Division Dean and with the consent of the member. The maximum summer load shall not exceed .67 for any combination of courses or sessions. The maximum Winter Session load for all associate faculty shall be a total of .400 for any combination of courses or sessions. No exceptions to these load limitations shall be made.

All associate faculty assignments are subject to approval of the appropriate Vice President.

~~100.13 Contract/Tenure Track Employment Opportunity~~

~~This section shall reopen once the District completes and the State Chancellor’s office approves a new Equal Employment Opportunity Plan.~~

FOR THE WVMFT:

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Dated: 7/15/2021

FOR THE DISTRICT:

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Dated: 7/15/2021