

ARTICLE 34 – SPECIAL CONDITIONS AFFECTING PART-TIME PERSONNEL

- 34.1. **Return From Absence.** Part-time employees who return to college employment following an absence of not more than three (3) terms shall retain the bargaining unit seniority, insurance eligibility, and sick leave accrued at the time the employee left ~~their~~his/her employment, unless the absence is due to a professional development opportunity approved by the College, in which case the three (3) term limit will be lengthened by the period of the approved opportunity.
- 34.2. **Assignment Notice.** ~~The College will notify e~~Each part-time faculty member~~employee in writing of their shall be issued a statement indicating, among other things,~~ assigned workload for each term.
- 34.3. **Recognition.** Recognition for longevity of service and other contributions to the success of the college by part-time faculty will be incorporated into practices of recognition of contracted faculty. When and if that is not feasible, appropriate separate recognition will be given to part-time faculty.
- 34.4. **Employment Notice and Scheduling.** Decisions regarding initial or continuing employment of part-time faculty will be provided to faculty in writing at the earliest reasonable times. Without such notification, a faculty member does not have assurance of employment. The College recognizes that part-time faculty may rely on employment in other settings, and will give consideration to these needs with respect to creating a reasonable overall work schedule, consistent with this Agreement, and properly executed Memoranda of Agreements.
- 34.5. **Part-time Hiring and Assignment Process**
- 34.5.1. **Part-time Seniority.** Assignment of classes subject to part-time seniority will be made in a manner consistent with the definition, qualification, accrual, and maintenance of part-time seniority in this Article. Part-time seniority is qualified for and seniority units are ~~is~~ accrued ~~for assignment and teaching~~ in families of courses, on geographically-based seniority accrual lists, as described in this article.
- 34.5.1.1. **General Qualification for Assignment by Part-time Seniority.** Faculty members will qualify for part-time seniority assignment by working for 7 out of 9 terms in 3 consecutive years for LCC, only 3 terms of which can count in any year: Fall, Winter, and Spring terms~~beginning with fall term~~. Seniority unit accumulation begins in the term immediately following the earning of part-time seniority

~~eligibility.~~ The initial award of one (1) unit of the part-time seniority shall occur after qualifying for seniority and in document the 8th term the part-time faculty member teaches (this may be summer, fall, winter, ~~or~~ and spring)-and academic year when the part-time seniority was initially earned.

34.5.1.2. **Qualification for Seniority in Accrual Families of Courses.** Part-time faculty seniority is qualified for and accrued for assignment in families of courses known as accrual families. Faculty members will qualify for assignment in a particular accrual family by teaching in this family 3 terms within 3 years. Eligibility in an accrual family may be established during the initial general qualification period for seniority, or at a later date, based upon the part-time faculty member's teaching record assignments. Seniority unit accumulation begins with the term immediately following qualification- .

34.5.1.3. **Maintenance of ~~Qualification for Assignment by Part-time Seniority.~~** Faculty will lose their part-time seniority to courses in an accrual family if not assigned to teach courses in the family in 2 years beyond absences in teaching due to professional development opportunities approved by the College. The process of qualifying for seniority assignment in that family~~Part-time seniority in that accrual family~~ starts again with the next teaching of courses in the family, and the accrual of part-time seniority units resumes after re-qualifying~~as does the process of qualifying for seniority assignment in that family.~~

34.5.2. **Accrual of Part-time Seniority Units.** ~~Faculty members accrue part-time seniority beginning on or after fall term 1997.~~ Faculty shall accrue one (1) unit of part-time seniority ~~for classes~~ in an accrual family by teaching ~~at the~~ course in the family one (1) or more times during an academic ~~the 12 month work~~ year (summer, fall, winter and spring).

34.5.2.1. Part-time Seniority Lists by Geographic Region. Part-time faculty seniority lists are maintained for two (2) separate geographic regions: (1) based at the 30th Avenue campus for assignments at the 30th Avenue, Mary Spilde Downtown Center (MSDC), Aviation, and Cottage Grove campuses; and (2) based at the Florence Center for assignments at the Florence Center. Part-time faculty seniority lists for these two geographic regions are separate and distinct from each other.

Part-time faculty members originally on the 30th Ave seniority or non-seniority lists only who wish to have seniority units or accrual toward seniority applied on the Florence Center list must affirm their willingness and ability to teach in-person at the Florence Center. Placement on the Florence Center list requires approval of the Division and Center Deans.

Part-time faculty members may request, at any time, to be placed on both seniority lists with the total accrued seniority units, or accrual toward earning seniority, that they have earned on either list, as long as 34.5.2.1.1 is met if applicable. Placement on both lists requires approval of the Division and Center Deans.

34.5.2.2. Seniority Accrual Families of Courses. Establishing accrual families occurs through the 30th Avenue campus division, requires Dean approval, and may occur through either of the following processes: (A) contracted faculty members in a discipline may make a proposal for accrual family(ies) to the Dean, or (B) the Dean may make a proposal for accrual family(ies) to the contracted faculty members in a discipline. Contracted faculty members may participate in conversations with the Dean regarding any proposed accrual family(ies) prior to the Dean's final decision. Accrual family(ies) become effective May 15, and apply to the following academic year part-time assignments. Each 30th Avenue campus department/division, with the concurrence of the department/division chair, shall determine the accrual families in the department/division. An accrual family is a set of courses for which faculty who are teaching in one (1) course in the family are capable of teaching in all other courses in the family. Part-time faculty must be certified by the Dean to qualify for assignment by seniority in courses in the accrual family. Florence will maintain the same accrual families of courses established for 30th Avenue.

34.5.2.3. Seniority Accumulation Records. Departments/Divisions and Florence shall track seniority unit accumulation for all accrual families and all part-time faculty members having earned seniority rights, and shall annually post updated unit accumulations by May 15 on a public Department/Division, and Florence digital or hard copy notice board, and shall

notify all part-time faculty members of the location of the posting.

34.5.2.4. **Changes in Accrual Families ~~of Courses~~.** Changes in accrual families requires Dean approval and may occur through either of the following processes: (A) contracted faculty members in a discipline may make a proposal for accrual family changes to the Dean, or (B) the Dean may make a proposal for accrual family changes to the contracted faculty members in a discipline. Contracted faculty members may participate in conversations with the Dean regarding any proposed changes prior to the Dean's final decision. Accrual family changes will become effective May 15 each year, and apply to the following academic year part-time assignments.~~of courses shall be determined by the faculty in each department/division, with the concurrence of the department/division manager. The addition or removal of courses from accrual families, or the creation of new accrual families, shall be established at the beginning of a work year (starting in summer term).~~ Existing seniority rights will be grandfathered into any revised accrual family that includes the same courses, or a majority of the same courses, that were previously in the accrual family. Part-time faculty must qualify for assignment in an accrual family of wholly new courses by being properly certified for the course(s) and teaching in this new accrual family for three (3) or more terms within three (3) years (summer, fall, winter, and spring).

34.5.3. **Part-time Faculty Assignment by Seniority.** ~~Before a member of the qualified pool of part-time faculty qualifies for seniority assignment in a particular accrual family, the department/division chair shall determine the assignment of that person for courses within that accrual family consistent with established departmental practices, contracts with the Association and applicable law. The amount of work assigned will be determined by seniority (see below) consistent with established department/division practices, contracts with the Association and applicable law.~~

34.5.3.1. After a part-time faculty member has qualified for general~~Once seniority has been qualified for in general, and seniority infor~~ one (1) or more accrual families, seniority~~it shall apply to all part-time assignments over the academic year (fall, winter and spring) and during summer consistent with Article 34.5.1.2.~~

34.5.3.1.1. **Term-by-Term Assignments by Part-time**

Seniority. Within each term, and subject to all other provisions of the Main Agreement and Memoranda of Agreement, explicitly including Articles 1.1.65, 4.2.10, 4.2.11, and 34.5.3.2, part-time faculty members with greater seniority units shall have a seniority-based right to assignment of 0.75-6 FTE, prior to assignment of courses to part-time faculty members with lower seniority unit accumulations.

34.5.3.1.2. This term-by-term seniority-based right may be rounded up ~~to 0.85~~^{above 0.756} FTE in a given term (fall, winter, ~~or spring,~~) and ~~during~~ summer) when necessary to fulfill the 0.756 FTE seniority right ~~(e.g. in a department where 4 credit courses constitute 0.333 FTE, a faculty member with greater seniority units may be assigned two 0.333 FTE courses for a total of 0.85667 FTE)~~ before courses are assigned to faculty members with fewer units. If the full 0.756 FTE per term seniority right can't be met in a given term without an assignment of an additional course, part-time faculty members with seniority rights may be assigned one additional course up to a total of 1.0 FTE. Part-time faculty members with seniority may request this "seniority" round-up for specific terms during the academic year, and department managers and employees responsible for scheduling shall consider such requests ~~and fulfill them when reasonably possible~~. Annual assignment limits including those provided for in 1.1.65 and 34.5.3.2 supersede this term-by-term "seniority round up."

34.5.3.1.3. The term-by-term seniority round-up reflects the right of part-time faculty with greater seniority rights to be offered an assignment, not the right to a "preferred" assignment, or the right to have courses added to the schedule.

34.5.3.2. **Annualized Part-time 0.755 FTE Roundup.** The purpose of the 0.75 FTE annual roundup is to allow part-time faculty members to be assigned a full 0.75 FTE for each academic year (fall, winter and spring terms). Therefore, if the 0.75 FTE part-time limit, when combined with the normal workload

assignments in a department, results in an assignment of less than 0.75 FTE for an individual part-time faculty member, then a ~~dean~~~~department chair~~ may assign an additional course or courses up to an annual maximum of 0.85667 FTE. It is the intent of the parties that faculty initially hired above 0.75 FTE are contracted. ~~The contracted status of all contracted faculty members currently employed at Lane Community College as of the date that this Agreement is signed and ratified by the Association and the College, shall be unaffected by the Part-time Round up provisions.~~ This provision shall not change the definition of contracted and part-time faculty in Articles 1.1.5 and 1.1.6. ~~Prior to the start of each fall term the College will provide the Association the number of credits or TLCs that constitute a full load equivalency for each division, department, and discipline.~~

- 34.5.3.3. ~~The College shall honor the right of part-time faculty with greater seniority units to maximize their annual assignment up to 0.75 FTE, or rounded up beyond 0.75 FTE as provided in 34.5.3.2. Annualized assignments (fall, winter and spring terms) between 0.750 FTE - .8566759 FTE for part-time faculty with greater seniority shall be considered compliant with the annualized part-time 0.75 FTE round up provided for in 34.5.3.2.~~ If a part-time faculty member with greater seniority units ~~is does~~ not ~~offered~~~~receive~~ the maximum annual assignment up to 0.75 FTE, or rounded up beyond 0.75 FTE as provided by 34.5.3.2, assuming courses are available for assignment, ~~they~~~~s/he~~ will be paid for the course(s) that would have been necessary to fulfill ~~their~~~~his/her~~ maximum annual assignment.
- 34.5.3.4. Assignment of contracted faculty ~~within their seniority rights~~ shall take precedence over part-time assignments. ~~Assignment of part-time faculty with seniority Among courses for assignment by part-time seniority, assignment by part-time seniority~~ shall take precedence over assignment of part-time faculty without seniority.
- 34.5.3.5. Ties in part-time seniority shall be broken on the basis of (1) term of ~~general qualification for seniority~~~~eligibility~~ or (2) ~~part-time bargaining unit seniority (e.g. original hire date)~~. Ties that are not broken as outlined above ~~will~~~~by~~~~will~~~~may~~ be resolved by ~~a voluntary means (e.g. "rotation schedule determined by the Dean")~~ between the impacted part-time faculty with Association approval. Ties after that shall be

~~broken by a random method provided jointly by the College and Association.~~

~~34.5.3.6. Exceptions can be made to accommodate disabilities.~~

34.5.4. **Alteration of Teaching Schedules.** Term-by-term, part-time assignments of faculty with part-time seniority shall remain fixed once set; an assignment for a part-time faculty member shall be considered "set" when the notice of such assignment is delivered to the part-time faculty member in written form ~~(e.g. email, printed letter, PTSOA)~~ from or on behalf of the responsible ~~dean/instructional manager, faculty coordinator, or designated staff member.~~ For example, after assignments are made, less senior part-time faculty may not be displaced by more senior part-time faculty ~~for reasons of class cancellation and the like.~~ If necessary, full-time faculty may displace part-time faculty according to the following:

- ~~a) Identify which offered courses the contracted faculty member is certified to teach.~~
- ~~b) If a choice exists, the choice should be narrowed initially to:
 - ~~— courses which the faculty member has taught within the past 5 years~~
 - ~~— courses scheduled within a 12 hour work day, with at least 12 hours before the next work day.~~~~
- ~~c) If there are no alternative options, the contracted faculty member bumps into the only option.~~
- ~~d) Within the above limitations, or at the point all choice is eliminated, the least senior part-time faculty shall be bumped.~~

~~34.5.5. Courses Outside of Assignment by Part-time Seniority.~~ Some courses not assigned to contracted faculty may be exceptions to assignment by part-time seniority due to the limited number of members in qualified pools of faculty who are qualified for assignment by seniority.

~~34.5.5.1. Exceptions.~~ Beyond the above, the following are the exceptions to courses which shall be assigned in accordance with part-time seniority. ~~Courses which are open because of the unpaid sabbatical program for contracted faculty may be assigned for the following reasons: a) Necessity to have a minimum of continuity during the absence of the contracted faculty member; b) To create a more diverse faculty in terms~~

~~of under-represented faculty of color, women or men in the discipline; c) Opportunity to have a renowned scholar or practitioner temporarily join the faculty.~~

~~34.5.5.2. **Reporting.** The exceptions under Section 34.5.5.1 and their justification will be reported to Human Resources and the Association within ten (10) working days of the assignment.~~

~~34.5.6.~~34.5.5. **Part-time Selection Pool.** Part-time faculty assignments will be filled from a pool of qualified faculty for each accrual family of courses. ~~Contracted faculty within the subject matter discipline will be involved in the determination of initial and continuing qualification for the part-time pool, where feasible.~~ The final decision as to whether to include, maintain, or remove a person from the part-time pool is a right of the deanmanager as a hiring decision, and is not subject to the grievance procedure provided the subsections below are followed:

~~34.5.6.1.~~34.5.5.1. **Removal from Part-time Pool.** If a deanmanager chooses to remove a person with part-time seniority from the part-time pool for a particular accrual family of courses, the deanmanager shall provide immediate written notification, outlining the reasons, to the person and the College labor relations representative. ~~A written statement outlining the reasons will be timely provided the person and the College labor relations representative.~~ The faculty member will be advised of theirhis/her right to contact the Association.

~~34.5.6.2.~~34.5.5.2. **Corrective Opportunity.** Prior to removal of a person with part-time seniority from a part-time ~~hiring~~ pool for performance reasons, the person will be provided the opportunity to understand and correct theirhis or her performance shortcomings. This opportunity shall be described in writing and a copy provided concurrently to the person and the College labor relations representative. The employee will be advised that they have a right to an Association representative in discussions on this matter.

Inherent Rights. ~~The reasons for removal must be consistent with respect for rights expressed in Articles 7 (Nondiscrimination), 15 (Professional Rights) and 16 (Personal Rights).~~

~~34.5.7.~~34.5.6. **Communication Requirements.** For the making of assignments consistent with this Article, part-time faculty members shall be responsible for checking their College provided electronic communication~~keeping their departments/divisions informed as to~~

~~how they can be contacted, and departments/divisions will make reasonable efforts to contact faculty.~~

~~34.5.8.~~**34.5.7. Seniority of Retiring Contracted Faculty.** At their request, and with the explicit written approval of the ~~dean~~department/division chair//manager, retired contracted faculty may be placed in the appropriate part-time ~~hiring~~ pool(s) and shall qualify for assignment by seniority in every accrual family for which they were qualified to teach before retirement and shall receive one unit per year, up to five (5) years worth of part-time seniority in each of these accrual families. The appropriate ~~dean~~department/division manager(s) shall make a timely decision about placing the retired faculty member in the requested ~~hiring~~ pool(s).

34.6. **Seniority of Temporary Contracted Faculty.** Temporary contracted faculty shall accrue part-time seniority, ~~or~~and qualification for assignment by part-time seniority. ~~Part-time seniority units shall be earned and applied to any future part-time faculty assignments for temporary contracted faculty who have been reassigned from a part-time faculty assignment in the same manner as indicated above for each accrual family in which the temporary contracted faculty member teaches during their temporary contract faculty assignment period. When a part-time faculty member is reassigned into a temporary contracted position, qualification for seniority and/or seniority units shall be earned per the usual process in each family in which the person teaches during their temporary contracted assignment.~~

34.7. **Temporary Appointment Selection by Seniority.** If a temporary contracted position is not filled by a contracted faculty member on lay-off or through a posting/search process, ~~and is not an unpaid sabbatical exception to the use of part-time seniority, then, if practical, the temporary contracted position will be filled through selection of qualified, available part-time faculty utilizing part-time seniority. Namely,~~ the right of first refusal will be given to part-time faculty in order of highest seniority in any of the accrual families encompassed by the temporary assignment.

34.8. **Compensation for Cancelled Classes.** ~~Timely notice shall be provided the employee and the Association of the cancellation of classes taught by a part-time faculty member, the date of its cancellation, and the reason for the cancellation (low enrollment or bumping).~~ If the part-time faculty member's assignment was cancelled two calendar weeks or more before the start of the term there shall be no compensation for the assignment cancellation. Up to four (4) hours of compensation, based upon hours properly submitted and approved by the ~~Dean~~Department/Division Chair, is due for preparation of any class that is cancelled within two calendar weeks of the start of a term. If the part-time faculty member's assignment was cancelled after the start of the term, and the part-time faculty member had not ~~previously~~ taught the class within the

past two years, the part-time faculty member shall be compensated at their per diem hourly rate for all class meeting time, and up to ten (10) hours of syllabus and class preparation time properly submitted to their ~~Dean~~Department/Division Chair. If the part-time faculty member's assignment was cancelled after the start of the term, but the part-time faculty member had ~~previously~~ taught the class within the past two years, the part-time faculty member shall be compensated at their per diem hourly rate specifically for all class meeting time and up to four (4) hours of syllabus and class preparation time properly submitted to and approved by their ~~Dean~~Department/Division Chair. ~~When classes are cancelled, part-time faculty shall be informed by their department/division chair/manager that they may be eligible for compensation. Once informed, part-time faculty must submit a written request to their department/division chair/manager that clarifies the eligibility for compensation.~~ Part-time faculty assignments that are cancelled shall not count toward annual FTE averages.

34.9. **Part-Time Faculty Serving on Recognized Committees.** Part-time faculty members serving on the specific committees listed below shall receive compensation at their regular hourly rates for one (1) hour for committee work outside of committee meetings in addition to being compensated for actual official committee meeting time.

- Academic Program Review Oversight Committee (APROC) and Academic Program
- Review (APR) Committees
- Academic Requirements Review Committee (ARRC)
- Curriculum Committee
- Institutional Effectiveness Commission (IEC)
- Safety Committee
- Faculty Professional Development (FPO) Oversight, Professional Activities, and
- Faculty Inquiry Group (FIG) Committees