

**Bargaining Part-Time,
Temporary Faculty
“Reemployment” Rights**
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**Presented By: Laura Schulkind,
Eileen O'Hare-Anderson & Shairon Zingsheim**



OVERVIEW

Education Code 87482.3

- Effective January 1, 2017
- Districts must negotiate terms of reemployment preference for part-time, temporary faculty assignments
- Condition of Student Success and Support Program (SSSP) funding

WHAT TERMS MUST BE NEGOTIATED?

What Subjects Must Districts Bargain?

- Terms of reemployment preference for part-time, temporary faculty assignments
 - Based on the minimum standards up to the range of 60 to 67 percent of a full-time equivalent load
- Policies for termination
- A regular evaluation process (consistent with Ed. Code 87663)

Must The Parties Negotiate Minimum Standards For Reemployment?

- Yes. Parties must negotiate terms of reemployment which must include:
 - Length of service
 - Number of courses taught
 - Results of evaluations
 - Faculty availability, willingness, and expertise

May Districts Bargain Additional Reemployment Standards?

- Yes
- Must reflect procedure for:
 - Assigning to teach courses or perform non-classroom assignments
 - Evaluating faculty

Does The 87482.3 Require A Specific Reemployment Preference System?

- No
- Districts decide how to incorporate factors into reemployment system
- No requirement to provide preference regarding a particular assignment

Is Loss Of Reemployment Preference Negotiable?

- Yes
- Examples:
 - Misconduct
 - Failure to accept assignments

Revocation Of Reemployment Preference V. Termination

- Revocation of preference
 - Elimination of preferential treatment in reemployment from semester to semester
- Termination
 - Separation from employment

Revocation Of Reemployment Preference V. Termination

- Districts should distinguish clearly in CBA
- Example: “termination of employment results in the faculty member being removed from the rehire preference list”

Does 87482.3 Alter The Temporary Nature Of Part-time Faculty Positions?

- No
- Part-time faculty assignments remain temporary
- Contingent on
 - Funding
 - Program change
- No reasonable assurance

Does 87482.3 Alter At Will Status Of Part-time Faculty Positions?

- Arguably, yes
- Adjuncts with rehire preference
 - Right to terminate at end of day or week – unclear if still applies (Ed. Code 87665)
- Adjuncts without preference
 - At will
 - Ed. Code 87665, terms of CBA apply

Is The Part-time Faculty Minimum Load Subject To Negotiation?

- Yes
- Parties must negotiate “... based on the minimum standards up to the *range of 60 to 67* percent of a full-time equivalent load”
- 87482.3 arguably sets floor of 60% of a full-time assignment

WHEN MUST TERMS BE NEGOTIATED?

87482.3 Timing Requirements

- Districts without an agreement “in effect as of January 1, 2017, shall commence negotiations”
- Reemployment terms “shall be included as part of the usual and customary negotiations”

87482.3 Timing Requirements

- District deemed in compliance if:
 - CBA “in effect as of July 1, 2017”
 - CBA satisfies requirements for the terms of reemployment preference set forth in 87482.3

87482.3 Clarification Needed

- Without agreement “in effect”
 - Expired agreement, status quo?
- “Usual and customary negotiations”
- Compliance after July 1, 2017
 - Agreements “in effect” that don’t satisfy Ed Code?
- Unrepresented part-time temporary faculty

LCW Recommendation

- Commence negotiations as soon as possible
- Good faith
- Agreement or impasse

Certifying Compliance With 87482.3

- California Community Colleges Chancellor's Office form
- Submit by July 14, 2017

Thank You!

Eileen O'Hare-Anderson

Partner | LCW Fresno Office

559.256.7800 | eanderson@lcwlegal.com

www.lcwlegal.com/our-people/eileen-ohare-anderson

Laura Schulkind

Partner | LCW San Francisco Office

415.512.3000 | lschulkind@lcwlegal.com

www.lcwlegal.com/our-people/laura-schulkind

Shairon Zingsheim

Associate Vice President, Human Resources and
Training | Ohlone College

510.659.6201 | szingsheim@ohlone.edu