

**ARTICLE 3 - APPOINTMENT OF FULL-TIME FACULTY & ACADEMIC PROFESSIONALS
& PART-TIME ACADEMIC PROFESSIONALS**

3.1 Vacancies

- 3.11 Full-time annually budgeted bargaining unit positions will be advertised and screened according to established Human Resource Department procedures, except as provided in 3.12.
- 3.12 Vacancies for Academic Professional positions will be advertised in-house for a period of at least 7 calendar days before advertisement to the public, except as follows:
 - 3.121 "In-house" and public advertisement of jobs may be done concurrently when
 - a. A job is in a highly technical area and/or there is a likelihood that there would be few (if any) qualified in-house applicants, or
 - b. Where minority or female under-representation is identified in the College's Affirmative Action Plan.
 - 3.122 Urgent need to fill an open position caused by death, unexpected leave of absence, unexpected retirement or unexpected resignation of an employee, in order to meet student needs; or, College receipt of a specially funded position which needs to be filled immediately.
 - 3.123 A qualified member of a protected class is known to Management and in accordance with College Affirmative Action Policy.
 - 3.124 A Management employee who has not held a prior bargaining unit appointment with the College, or a Management employee who has not had a bargaining unit position with the College within the last five years, may be appointed to a vacant bargaining unit position for which qualified. The screening procedures in 3.15 will apply to such appointments.
 - 3.1241 Upon appointment to an Instructor, Counselor, Librarian or Academic Professional position, those who have not held a prior bargaining unit position with the College will receive a first year probationary contract.
 - 3.1242 Upon re-appointment to an Instructor, Counselor, Librarian or Academic Professional position, those who held a prior bargaining unit appointment shall be granted the same contract status held previously as an Instructor, Counselor, Librarian or Academic Professional employee and shall receive an assessment if it has been three years or more since the prior appointment.
 - 3.1243 Placement on the salary schedule shall be commensurate with years of service to the College.
 - 3.125 Temporary appointments (Article 3.6) may be made without advertising.
 - 3.126 An employee in a temporary appointment may be given a probationary appointment if the temporary appointment was made with the use of the formal screening process (Article 3.11 and 3.21).

- 3.13 Management encourages staff to consider opportunities for advancement and career development. Academic Professional job vacancies may be identified and advertised internally as "Academic Professional and Classified Staff Only" at Management's discretion.
- 3.131 Academic Professional employees who have completed their first year of probation and desire to be considered for an internally advertised Academic Professional job opening shall apply prior to the closing date specified in the job advertisement. Employees who meet the minimum qualifications will be interviewed. If an employee is not hired, the hiring supervisor will provide an explanation either orally or in writing within five days of the hiring decision. The non-selection and the reason for non-selection are at the sole discretion of Management.
- 3.132 The screening committee procedures in 3.2 do not apply to jobs filled internally through 3.14.
- 3.14 Appointments to bargaining unit positions may be made without advertising for the reasons below. Managers must submit an employment requisition and receive approval from the Human Resources Director before proceeding with the direct appointment.
- 3.141 Position requires unusual education, technological training or skills, and is therefore hard to fill, necessitating a special search.
- 3.142 Urgent need to fill an open position caused by death, unexpected leave of absence, unexpected retirement or unexpected resignation of an employee, in order to meet student needs; or, College receipt of a specially funded position which needs to be filled immediately.
- 3.143 A qualified member of a protected class is known to Management and in accordance with College Affirmative Action Policy.
- 3.144 A Management employee who has not held a prior bargaining unit appointment with the College, or a Management employee who has not had a bargaining unit position with the College within the last five years, may be appointed to a vacant bargaining unit position for which qualified. The screening procedures in 3.13 will apply to such appointments.
- 3.1441 Upon appointment to an Instructor, Counselor, Librarian or Academic Professional position, those who have not held a prior bargaining unit position with the College will receive a first year probationary contract.
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- 3.1443 Placement on the salary schedule shall be commensurate with years of service to the College.
- 3.145 Temporary appointments (Article 3.6) may be made without advertising.

3.146 An employee in a temporary appointment may be given a probationary appointment if the temporary appointment was made with the use of the formal screening process (Article 3.11 and 3.21).

3.15 When appointments need to be made without advertising, as defined in 3.12: Management will convene a screening committee, as defined in 3.22, to assist Management and review the qualifications of the proposed candidate, in accordance with College Human Resource Department procedures. If an individual not recommended by the screening committee is hired, the Executive Officer (or designee) shall meet with the committee to discuss the matter.

3.2 Screening Committees. It is understood that the role of bargaining unit employees in the screening process is an advisory one and that they should have the opportunity to be involved significantly in the screening process. In screening job applicants, bargaining unit employees agree to follow Human Resource Department procedures and Affirmative Action/Equal Opportunity Policies of the College as contained in screening procedures provided to each member of the screening committee.

3.21 A campus department screening committee shall be established which will include bargaining unit employees who are willing to serve without additional compensation. Only if there are no bargaining unit employees willing to so serve shall a screening committee be convened without bargaining unit employee representation and Article 3.2 and its subsections shall not apply.

3.211 If Faculty serve on a Faculty screening committee during a term in which they are not scheduled to work, the Faculty shall be granted up to four work days of compensatory time off in an academic year, as mutually agreed with the Administrative Supervisor.

3.212 When more than one campus has an announced vacancy with the same job title, a college-wide committee will be formed. This committee will be made up of members of each campus screening committee.

The college-wide committee will coordinate the screening and selection processes of the campus screening committees. These coordination efforts could include: recommendation of recruitment sources, development of a single supplemental application, coordination of travel for out-of-state applicants and coordination of the hiring process.

A majority of the committee (at least 51%) will be Faculty or Academic Professional members. When possible, a representative will be appointed from any unrepresented campus.

3.22 The composition of a campus department screening committee shall consist of:

a. A Division Dean or another Administrative Supervisor, who shall be the screening committee chairperson. Other administrators may be appointed from other campuses.

b. In the case of a Faculty screening committee, there shall be at least two Faculty members from the campus department, augmented by at least one representative of the college-wide subject area Faculty when possible. A majority of the screening committee (at least 51% unless waived by mutual agreement of the Federation and Human Resources) will be Faculty. The screening committee may also include

Classified employees and stakeholders (e.g. advisory committee members, students, agency representatives, etc.).

- c. In the case of a screening committee for an Academic Professional position a majority of the screening committee (at least 51% unless waived by mutual agreement of the Federation and Human Resources) will be bargaining unit members with at least one Academic Professional representative. The Academic Professional members of the committee shall be in the same, or a closely related job. There shall be Academic Professional representation from each campus where Academic Professionals are working in the same job whenever possible. The screening committee may also include Classified employees and stakeholders (e.g. advisory committee members, students, agency representatives, etc.).
- d. The screening committee will include ethnic minority, female and male representation when available. Management may also appoint individuals external to the College who possess expertise relative to the position in order to achieve such representation.

3.23 The screening committee will make unranked recommendations (usually three) to the appropriate Executive Officer or designee.

3.24 If none of the applicants recommended by the screening committee is to be appointed, the Executive Officer or designee shall meet with the screening committee for a discussion of the matter and to review the selection criteria. The committee may reconvene to reconsider its recommendations. The committee may forward to the Executive Officer or designee either a new list of recommendations or its reasons for adhering to its original list. If the committee forwards a new list and none of the candidates recommended by the committee is to be appointed from that list, the Executive Officer shall again meet with the committee to review the matter. If a resolution is not found at that time, the position shall be re-advertised, and may be filled in the interim by a temporary appointment.

3.25 In the interests of recruiting qualified employees and in order to complete the hiring process while full-time employees are available to participate on screening committees, the advertising and hiring process will be initiated by Winter term and completed by the end of Spring term each year whenever possible. Failure on the part of the College to comply with this Article is not grievable.

3.3 Appointments

3.31 Each full-time Faculty and Academic Professional and part-time Academic Professional shall be appointed as a Faculty member (Instructor, Counselor, Librarian) or Academic Professional.

3.32 Full-time Faculty and Academic Professionals and part-time Academic Professionals shall have: a probationary, special probationary, continuous, special continuous or temporary appointment.

3.33 New employees will be advised in writing of their appointment status and salary upon hire. Probationary and continuous appointment employees will receive written notice of appointment status and salary annually thereafter. Any changes, modifications or extensions in an employee's appointment will be made in writing and only with the consent of the employee unless otherwise provided in this Agreement.

- 3.34 The standard appointment year is September 1 through August 31. For exceptions, see Articles 1.24, 3.43, 3.6 and 3.7.
- 3.35 Employment of part-time Academic Professionals shall be on the basis of an authorized level of full-time equivalent hours ranging from 0.46 (960 hours) to 0.66 (1386 hours) in a single position in a fiscal year. The authorized level of appointment is determined by the Administrative Supervisor. Appointment at a particular FTE level or number of hours in a given appointment year shall not require the College to maintain the same level of FTE or hours in future years.
- 3.36 In the event that the authorized hours of a probationary, special probationary, continuous or special continuous part-time Academic Professional's position are increased to the level of a full-time Academic Professional, (i.e., greater than 1,386 hours), the incumbent employee shall be entitled to placement in the full-time position and the screening process requirements of Article 3 will be waived.

3.4 Probationary Appointment

- 3.41 This type of appointment is used for the appointment of a bargaining unit employee to a regularly established and budgeted position and shall be for one year, subject to renewal as determined by Management. In order to qualify as a first-year probationary appointment, the assignment, as determined by Management, must be for at least an 180 day appointment year ending August 31. (For appointments of less than 180 days, see 3.43.) Probationary bargaining unit employees shall be notified of non-renewal by March 31.

3.42 Probationary Period

- 3.421 Academic Professionals: The probationary period shall be of two years duration unless Management determines that it is necessary to extend the probationary period for a third or fourth year. In these instances, the employee shall be notified in writing of such extension and the reasons. This notification shall occur by March 31 of the appropriate year. In no case shall the probationary period exceed four years.
- 3.422 Full-time Faculty: The probationary period shall be of three years duration unless Management determines that it is necessary to extend the probationary period for a fourth or fifth year. In these instances, the employee shall be notified in writing of such extension and the reasons. This notification shall occur by March 31 of the appropriate year. In no case shall the probationary period exceed five years.
- 3.43 A bargaining unit employee hired into a probationary position of fewer than 180 days shall be given temporary appointment status until the following September 1, at which time the employee shall receive a first year probationary contract. Non-renewal or termination (resignation, retirement or dismissal) of such an appointment shall be governed by Article 23 of this Agreement.
- 3.44 The probationary appointment may be terminated or non-renewed by Management as follows:
 - 3.441 Non-renewal in accordance with Article 23.
 - 3.442 Dismissal during the first year of probation. During the first year of probation (trial period), the employee may be dismissed at any time for performance,

professional conduct or other problems which negatively affect the employee's effectiveness in her/his job. When it is appropriate to the situation, Management will initiate a probationary improvement plan which will include a concise statement of the problem, the corrective action to be taken, the amount of time to be on probationary improvement and the consequences of noncompliance which may include dismissal, whether or not a non-renewal notice was issued on March 31. The dismissal, or any disputes about the need for probationary improvement plan, may be appealed according to 3.445 of this Agreement.

3.443 Dismissal during subsequent years of probation. See Article 22.2.

3.444 Elimination of employee position. Probationary staff may appeal elimination of their positions through the appeal process defined in 3.445.

3.445 The appeal process for dismissal during the first year of probation (3.442) for non-renewal (3.441) or for the termination due to the elimination of the employee's position (3.444) may be appealed beginning at Step 3 of the individual grievance procedure. However, the grievance shall be settled at or below the level of the Executive Officer (Step 4), and shall not be subject to further review under the terms of this Agreement.

3.5 Continuous Appointment

3.51 This type of appointment is made upon satisfactory completion by the employee of a period of service under the probationary appointment. The continuous appointment shall not be terminated by Management or the employee except as provided in this Agreement.

3.52 A continuous appointment employee may be granted up to and including a three year leave of absence in order to assume a position with the College as an annual Management employee without terminating continuous appointment status as a Faculty or Academic Professional. Seniority as a Faculty or Academic Professional will continue to accrue during this three year period.

3.521 Upon termination of the annual Management contract at the end of an appointment year, the employee will return to active bargaining unit status the following year. If no Faculty or Academic Professional position exists because of an overstaffing situation, the layoff procedures in Article 24 shall be followed if continuous appointment staff are potentially affected.

3.522 If the employee has been on a leave of absence for three years or more, an assessment package shall be developed in accordance with Article 7.43, with an assessment review in the first year the employee returns to bargaining unit status.

3.6 Temporary Appointment

3.61 Temporary appointments are for full-time employment. These appointments are most commonly used to fill budgeted positions, i.e., to replace employees on paid or unpaid leave, or to fill budgeted position on an emergency basis (when there is not sufficient time to do a fully advertised and screened search). They may also include positions that are created on a trial basis, as well as situations in which departmental needs and resources temporarily allow for a full-time position.

3.611 Instructor, Counselor or Librarian temporary appointments will normally be for one, two or three consecutive terms but may extend up to two academic years.

Academic Professional temporary appointments will be for a minimum of 960 hours per year, but may not exceed two years from date of employment.

- 3.612 If a temporary appointment is made to replace an employee on leave of absence to accept a Management position with the College, such temporary appointment may be held for a maximum of three academic years.
 - 3.613 Temporary appointments may be renewed up to a total of two years in a temporary appointment for the same budgeted position (i.e. the same position number). If a replacement position is extended beyond two years (other than as described in 3.612), the department will initiate a new competitive recruitment, as defined in 3.64. Nothing in this Article prevents an employee on a temporary appointment from applying for and being granted a subsequent temporary appointment.
 - 3.614 Positions created on a trial basis may not be continued beyond the second academic year. In such cases, a probationary position will be created.
- 3.62 The reasons for the temporary appointment, duration of appointment and level of compensation shall be stated to the employee in writing at the time of appointment.
- 3.63 If a three consecutive term temporary appointment is immediately followed by a probationary appointment, the time on temporary appointment shall be credited toward the completion of the probationary period as defined in 3.42 provided that the assessment package, as specified in Article 7.4, is completed prior to the granting of continuous appointment. Even if an employee has been employed for three or more consecutive years on temporary contracts, the employee must serve one year on a probationary contract before being granted continuous appointment.
- 3.64 A temporary position may be filled with a part-time Faculty member, part-time Academic Professional or other College employee without the use of a formal screening committee (3.11 and 3.21). Significant involvement of the full-time Faculty and Academic Professionals will be required. Current part-time employees in the subject area, as well as full-time Faculty with temporary appointments in the subject area, will be notified of the vacancy and invited to apply. An employee who gains a temporary appointment under the provisions of 3.64 may not be given a probationary appointment without the use of a formal screening committee. (See 3.11 and 3.21.)
- 3.65 A part-time Academic Professional who is appointed to a temporary position under Article 1.20 and who continues in the position the following academic year shall be eligible for a step increase upon meeting the requirements of Article 16.211. The total hours the employee worked in the prior year (all hours worked in the position before it met the bargaining unit inclusion level and after) shall count toward the requirement to complete at least two-thirds of an appointment year.
- 3.7 Special Appointment
- 3.71 This type of appointment is used for employment in special contract programs which are entirely or largely funded by sources other than local taxes, tuition and state FTE appropriations, and which have not been established as permanent College programs.
 - 3.711 This special appointment shall carry all the rights and obligations of a regular probationary or continuous appointment under the terms of this Agreement except as otherwise specified in this Agreement.

- 3.712 Such special appointments may be made for the fiscal year of a special funded contract program.
- 3.713 Movement from special probationary to special continuous appointment status shall take place according to 3.4 and 3.5.
- 3.72 Dismissal during the first year of the special probationary appointment will be the same as that provided in 3.442. Dismissals after the first year of special probation will be the same as that provided in Article 22.2.
- 3.73 When a special appointment bargaining unit employee is hired to a general fund bargaining unit position, the time spent on full-time special appointment shall be counted toward seniority, appointment status and step advancement on the salary schedule, provided that there has not been a break in service to the College.