Retirement Seniority

Both regular and adjunct faculty (22.D) have an option to secure seniority on at least one seniority list when they retire.

This option for seniority after retirement is not automatic, however.

For it to take effect, each individual must check the box, at the time of retirement, not later, on the LACCD Resignation Form that indicates an interest in teaching an adjunct assignment after retirement and put this interest in writing to the department chair and the appropriate vice president of the campus (22.D).

If the full-time regular instructor has no adjunct assignment at the time of retirement, he or she can be placed at the bottom of one discipline seniority list. If he or she is on a seniority list, the instructor retains the same seniority ranking as he or she had at the time of retirement for one discipline list or two lists if he or she was on two lists before Fall 2001.

Adjunct instructors also retain the same seniority ranking they had at the time of retirement on one discipline list or two seniority lists if they were already on both before Fall 2000 (16.A.3).

Chair Voting Ballot

Concerning the ballots in an election for department chair, each ballot will have “only the names and the names of only those eligible” to run (17.5.a). If the election is for a third and subsequent terms, however, a “yes” or “no” ballot will indicate whether or not the department wants the current chair to continue (17.5.h).

Therefore, even if the ballot contains only one candidate’s name for a first or second term because he or she is the only person to have confirmed his or her candidacy, “in writing, by 4 p.m. on the third working day before the election to the President” (17.5.a), then no other words except that person’s name – not “yes” or “no” - shall appear on the ballot. It is an election, not a confirmation, by a majority of those eligible and present to vote.

The “yes” or “no” appearing on the ballot for a chair running for a third term is an affirmation of that person’s performance for the past two terms as chair and a confirmation of the chair’s desire to perform those duties for a third term. Two-thirds of those eligible and voting must check “yes” for that person to continue in the position (17.5.h).

Summer Staffing

If your campus has a Summer Intersession this year, here are a few staffing reminders (15):

• An Intersession assignment is generally an extra one;
• An Intersession assignment does not count toward tenure or salary advancement;
• Faculty choose a full assignment from those offered;
• But there is no bumping in Intersession;
• The Summer priority list is different from the Winter priority list;
• A faculty member’s name appears on one discipline’s priority list.

Chapter Presidents & Grievance Reps

C Mattie Moon 323 933-4000/2955
Henry Eady 323 933-4000/4364
E Armida Ornelas 323 415-5887
Evelyn Escatiola 323 265-8757
H Rod Oakes 310 233-4526
Len Glover 310 233-4272
M Maria Fenyes 818 364-7667
Evaline Cantrell 818 364-7625
P Don Sparks 818 719-6456
Fernando Oleas 818 719-6542
S Sandra Lee 323 241-5224
Call Chapter President
T Carole Anderson 213 763-3642
Kathleen Yasuda 213 763-7129
V Larry Nakamura 818 947-2883
Pat Allen 818 947-2521
W Olga Shewfelt 323 857-5882
Bruce Anders 310 287-4301

Chief Grievance Officer
Work Site Complaints

Article 5 briefly addresses issues closely associated with union concerns: “discrimination, retaliation, and hostile workplace.” The article states that a person who suspects he or she may be subjected to those behaviors should take them “to the attention of the appropriate vice president or compliance officer.”

On the other hand, Article 9 has sections that require the district to provide a “safe, healthful, and sanitary work environment.” In addition, 9.E requires that each campus establish a Work Environment Committee, or WEC, whose members are faculty and administrators and other employees designated by their contracts.

Article 5 lacks an important distinction between what a vice president can address and what a compliance officer can address. This division of the nature of complaints may be obvious, but a quick review is helpful.

A vice president can address contractual issues, such as those issues of retaliation and hostile work place. The compliance officer addresses legal issues that may violate state or federal law, such as any form of discrimination and sexual harassment.

The Work Environment Committee addresses issues concerning all matters of “safe, healthful and sanitary” areas campus-wide for all employees and students.

A complaint under Article 5 or 9 must first be taken to the campus AFT chapter president, who may then refer it to the WEC or the vice president or compliance officer. Mediation is not appropriate until efforts have been made, and failed, to resolve the issue.

Whom Do We Grieve?

Article 28.3 states, “The respondent in any grievance is the administrator with the authority to adjust the complaint as determined by the campus or District.” “By District” is meant the Human Resources Department at the district. The person an instructor usually grieves, however, is a college administrator and, most normally, the college vice president at Step 1 and the college president at Step 2. Why not grieve others?

First, a grievance cannot be lodged against any member of a union. So if an instructor feels aggrieved by his or her department chair, or by any other faculty member, that faculty person is not the respondent. Also, campus staff, such as clerical or maintenance, are members of a union and cannot be grieved. A sheriff cannot be grieved because he or she is not an employee of the district and also belongs to a union.

Second, by administrator, the contract is referring specifically to “senior staff,” the vice president and the president. Therefore, the dean cannot begrieved because he or she is a member of a union, the Teamsters. The dean may be assigned to respond because of whatever knowledge he or she may have about the issue, but the dean is not the formal respondent.

Thus, the union first grieves the vice president who must address issues allegedly created by the department chair or dean, issues that are violations of the contract.

The best primary step whenever a faculty member believes there is a violation is to contact the campus chapter president who may be able to resolve the issue without filing a grievance.

Union Assistance

As discussed here in a past issue, the U.S. Supreme Court announced 35 years ago that employees have a right to a union representative during an investigatory interview, a right now known as the Weingarten Right or Rule (NLRB vs. Weingarten, Inc. 420 U.S. 251, 88 LRRM 2689).

This right applies when an employee, in our case a faculty member, reasonably believes that he or she may face adverse consequences from what he or she says in the meeting or interview. The faculty member should have the campus chapter president or other union representative present.

A union representative is not to be an observer only, but has the right, according to the Supreme Court, to “assist and counsel” the faculty, may call for a caucus with the person, ask for clarification of a question of the supervisor, and has the right to know the nature or subject of the interrogation.

A union person may not tell the person being interviewed not to answer a question or what to say.

The faculty member must know his right to ask for a union representative, however. It is not the responsibility of an administrator or a compliance officer to inform him or her of this right.

If a faculty member is called to such a meeting, he or she should meet first with the union member and go over the issue(s), determine his or her course of action by reviewing any documents that may be related to the pending interview and possible questions that will be asked, and any contract or Education Code articles that may be violated concerning the adminis-
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