

Appendix E

AGREEMENT

Between

WASHTENAW COMMUNITY COLLEGE
BOARD OF TRUSTEES

And

WASHTENAW COMMUNITY COLLEGE
EDUCATION ASSOCIATION
PART-TIME ADJUNCT TEACHING FACULTY

2007-2010

TABLE OF CONTENTS

	PAGE
SECTION 1.0 Definition of Part-time Adjunct Faculty.....	3
SECTION 2.0 Membership Requalification	3
SECTION 3.0 Recruitment, Appointment and Assignment	4
SECTION 4.0 Contact Hour Generation.....	5
SECTION 5.0 Office Hours/Preparation	6
SECTION 6.0 Evaluation of Performance	6
SECTION 7.0 Absence	6
SECTION 8.0 Emergency School Closing	6
SECTION 9.0 Benefits	6
SECTION 10.0 Management Rights	8
SECTION 11.0 Personnel File.....	8
SECTION 12.0 Progressive Discipline	9
SECTION 13.0 Grievance Procedure.....	10
SECTION 14.0 Duration of the Agreement	12
SECTION 15.0 Office Space.....	12
SECTION 16.0 Professional Development Funds.....	12
SECTION 17.0 Wage Rates.....	12
Letter of Agreement- Minimum Qualifications	14

APPENDIX E

PART-TIME ADJUNCT TEACHING FACULTY

Appendix E constitutes the entire agreement between the parties relative to part-time adjunct teaching faculty hours, wages, terms and conditions of employment. For the purpose of this Appendix the use of the term "Faculty" in Articles 0003, 0004, 0005, 0008, 0009, 0026, 0027, and 0028 of the Master Agreement is understood to include Adjunct Faculty.

1.0 Definition of Part-time Adjunct Faculty

Part-time adjunct teaching faculty only are eligible for membership in the Washtenaw Community College Education (WCCEA) Bargaining Unit provided that all of the following provisions are met:

- 1.1 Part-time adjunct teaching faculty must have taught a minimum of one hundred eighty (180) contact hours of credit granting courses in the department in which she or he seek qualification as a part-time adjunct during each of the past three academic years (Fall and Winter) with a Student Opinion Questionnaire mean score of at least 3.75 for every section and a response rate of forty percent (40%) or higher for every section.
- 1.2 Membership Exclusion. Administrators, non-unit part-time instructors, and all other employees of the College, shall be excluded from this Agreement.

2.0 Membership Requalification

- 2.1 Continuation of Membership. Part-time adjunct teaching faculty shall be ineligible for continuing membership in the WCCEA bargaining unit if:
 - 2.11 Members do not teach a minimum of one hundred eighty (180) contract hours for one academic year (i.e., Fall, Winter, Spring, and Summer semesters).
 - 2.12 Members receive a 3.75 Student Opinion Questionnaire section mean score in any of the nine (9) consecutive semesters (Fall, Winter, Spring/Summer) subsequent to any semester in which they received one or more Student Opinion Questionnaire section mean scores of 3.75 or less.
- 2.2 **Requalification** for Membership. Beginning with the Fall semester, a former part-time adjunct teaching faculty may re-qualify for adjunct status by teaching one hundred eighty (180) contact hours of credit granting courses in the department in which they have qualified as a part-time adjunct with a Student Opinion Questionnaire mean score of at least 3.75 for every section and a response rate of forty percent (40%) or higher for every section.

3.0 Recruitment, Appointment and Assignment

3.1 Recruitment

Washtenaw Community College is a higher educational institution dedicated to teaching and learning of the highest quality. In order to accomplish this goal, the College seeks to employ part-time adjunct teaching faculty who possess a variety of skills, talent, and expertise which best serves our students. In the assessment of part-time adjunct teaching faculty credentials, the College will consider those attributes and qualifications which serve our students best.

Part-time adjunct teaching faculty members shall be recruited and appointed on the basis of qualifications and individual ability without regard to race, sex, color, national origin, age, religion, height, weight, marital status or handicap; except where sex, age, or handicap is a bona fide occupational qualification.

3.2 Appointment

All persons considered qualified and available for part-time adjunct teaching faculty assignments shall have their credentials on the file in the Office of Human Resource Management.

Minimum qualifications for appointment as a part-time adjunct teaching faculty member shall be a Masters Degree or equivalent education, training and experience as determined by the College administration. Adjunct faculty shall meet the same minimum qualifications required of full-time faculty teaching in the department.

No assignment shall begin before the individual's credentials are on file in the Office of Human Resource Management.

Once an assignment is approved by the appropriate dean, it shall be the responsibility of the part-time adjunct faculty member to complete all required personnel and payroll documents in the Office of Human Resource Management and the Payroll Office.

All part-time adjunct teaching faculty first time appointees shall be recommended to the Board of Trustees, along with their credentials and assignment, as a request for approval. Subsequent semester or session departmental assignments shall be presented to the Board of Trustees for action.

Job descriptions for all part-time adjunct teaching faculty shall be on file in the Office of Human Resource Management.

3.3 Load Assignment

Part-time adjunct teaching faculty shall have the right, subject to the dean's approval, to select classes in the adjunct's qualifying department each semester, for which they have minimum requirements.

The order of load assignment shall be: (1) Assignment of full-time professional teaching faculty base loads; (2) Assignments of full-time professional teaching faculty overload; (3) Part-time adjunct teaching faculty loads; and (4) non-unit part-time faculty teaching loads. All reassignments will be developed using Departmental procedures and be approved by the appropriate dean.

3.4 Load Distribution

Part-time adjunct teaching faculty may be assigned a maximum of 405 contact hours per year, but not more than 135 contact hours in any one Fall, Winter or Spring/Summer Semester. No part-time adjunct teaching faculty member will be allowed to teach more than 405 contact hours including Contract Training, Credit or Non-Credit Contact.

Exceptions to the load distribution include the following:

Lecture/Laboratory Courses (chemistry, biology, and physics): Part-time adjunct teaching faculty may be assigned a maximum of 495 contact hours per year, but not more than 165 contact hours in any one Fall, Winter or Spring/Summer semester.

Contract Training Courses: An exception to the semester maximum may be made if an assignment involves Contract Training. Contract Training describes a type of educational service provided by the College, under written agreement (a contract) to a corporation, company, or limited group. The Office of Human Resource Management will maintain a list of the exceptions.

4.0 Contact Hour Generation

Contact hours taught by part-time adjunct teaching faculty shall be included in the total number of credit granting contact hours taught by full-time faculty in accordance with the provisions of Section 0107.5 of the Master Contractual Agreement between the Washtenaw Community College Board of Trustees and the Washtenaw Community College Education Association.

5.0 Office Hours/Preparation

5.1 It is expected that part-time adjunct teaching faculty will, in addition to instruction, be responsible for preparation and student consultation for each course taught. They shall schedule appropriate student consultation hours in the office area where they are assigned. Part-time adjunct teaching faculty shall participate in appropriate College sponsored professional development activities as needed and as determined by the appropriate dean in consultation with the department.

6.0 Evaluation of Performance

Part-time adjunct teaching faculty shall be evaluated in accordance with a methodology, procedure, and criteria using the principles established for full-time faculty—modified by the appropriate dean to account for the differences between full-time faculty and part-time adjunct teaching faculty. The Dean of the area will discuss part-time adjunct faculty evaluations with the department chair as appropriate; if requested.

7.0 Absence

Should an emergency prevent a part-time adjunct teaching faculty member from meeting her or his assignment her or his pay will be reduced for the number of hours absent from the assigned class meeting times. Part-time adjunct faculty member shall immediately notify the dean or appropriate administrator of the absence. It is the responsibility of the dean or appropriate administrator to determine whether to cancel a class or provide a substitute.

8.0 Emergency School Closing

In the event of an emergency which necessitates a school closing or delayed opening part-time adjunct teaching faculty members shall not suffer any loss of compensation. It is expected that part-time adjunct teaching faculty shall ensure that all course work is covered during the semester or session.

9.0 Benefits

All part-time adjunct teaching faculty members are afforded those benefits required by law, i.e. Social Security/FICA, Workers Compensation, and Michigan Public School Employees Retirement System.

9.1 The Michigan Public School Employees Retirement System (MPSERS)

MPSERS, a pension plan, is mandated by State law. Contributory amounts are based on rules governing the MPSERS.

The contribution rates on dollar amounts are computed on a fiscal year (July-June) base. Year end earning statements will indicate the part-time adjunct teaching faculty member is covered by a pension plan which may affect IRA contribution eligibility.

9.2 Tuition Grant

Tuition grants are available to *eligible** part-time adjunct teaching faculty members who elect to enroll in any Washtenaw Community College course for which they qualify. Tuition grants are available only during the semester/session in which the part-time adjunct teaching faculty member is actively employed and limited to three (3) credit hours in any one semester/session. The Office of Human Resource Management shall provide authorization to eligible part-time adjunct teaching faculty members for registration of classes.

A course must be taken to full term; if a course is not completed in full the employee shall reimburse the College for tuition and any other sums granted on their behalf.

*Eligibility: The part-time adjunct teaching faculty member shall have provided service over a period of four (4) semesters (60 weeks).

9.3 Salary Deferral Plans

Part-time adjunct teaching faculty are allowed to participate in tax sheltered annuity plans which the College offers provided they are (1) not making 401 (K) or 457 plan deferrals, and two (2) will not exceed the limit specified by the IRS through election in any one or combination of plans.

9.4 Health Insurance

Part-time adjunct teaching faculty shall have the right to purchase single subscriber health insurance in accordance with the underwriter's policy. Premiums for said health insurance shall be deducted from the part-time adjunct teaching faculty member's salary.

9.5 Employee Reimbursement Option

Employees may voluntarily elect to contribute to an employee reimbursement account to pay for dependent care expenses and unreimbursed medical expenses with pre-tax dollars under this plan.

10.0 Management Rights

The Board of Trustees retains the sole right to manage its affairs, including but not limited to, the right to plan, direct and control its operations; to determine and redetermine the location of its facilities; to decide and redecide the business hours of its establishments; to decide and redecide the types of services it shall provide, including the scheduling and means of providing such services, to study and/or introduce new or improved methods or facilities; to maintain order and efficiency in its departments and operations; to promulgate work rules to hire, lay off, assign, transfer and promote employees; and to determine the starting and quitting time, work schedules and the number of hours to be worked; the number of the workforce, and to determine the qualifications of its employees, standards or quality; and all other rights and prerogatives including those exercised in the past, subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in Appendix E of the WCCEA Master Agreement as it pertains to the part-time adjunct teaching faculty.

11.0 Personnel File: Access

- 11.1** Employee Files. Each member of the bargaining unit will have on file in the Office of Human Resource Management a personnel file. Only this file will be considered as the official personnel file for the member. Faculty members shall have access to all employee performance information. No other file of personnel matters will be maintained by the College.
- 11.2** Nothing will be placed in a faculty member's official personnel file unless she or he has had an opportunity to examine it and has been offered an opportunity to submit a written response.
- 11.3** Each faculty member may review the contents of her or his personnel file with the exception of confidential pre-employment information. An officer of the Association may, at the written request of the faculty member, accompany him/her in such a review. The review will be conducted only in the presence of the administrator(s) responsible for the safe keeping of the personnel file. In the event of the administrator's absence, she or he will appoint someone to act in her or his behalf.

11.4 Personnel Files: Contents. A faculty member's official personnel file shall be contained in the Office of Human Resource Management. The employee file will contain:

1. WCC Application for Employment form.
2. Transcripts supporting her or his claim to academic preparation.
3. Documents supporting her or his claim to professional training.
4. Letters or records supporting her or his work experience.
5. The official initial point allocation chart.
6. All executed contracts and letters of intent.
7. All documents relating to the evaluation of her or his professional performance.
8. All documents relating to final resignation or discharge.
9. All records and transcripts supporting the faculty member's claim to continued growth after initial appointment.
10. Signed copies of Release of Information forms to any outside persons or agencies.
11. Any statement the faculty member wishes to have entered in response to or in elaboration of any other item in her or his file.
12. Faculty Load Assignment Report as prepared by the faculty member and approved by their dean.

12.0 Progressive Discipline

- 12.1** Progressive discipline, for the purpose of the Agreement, shall be defined as: Disciplinary action taken for corrective purposes. Therefore, disciplinary action shall generally follow the pattern of oral reprimands and written reprimands prior to termination.
- 12.2** Termination shall occur only for similar or like repeated offenses of a minor nature or for a major violation of the College rules or regulations.
- 12.3** Complaints that may result in disciplinary action and which are received against a member of the bargaining unit by the administration shall be discussed with the faculty member and the Association President and/or her or his representative as soon as possible.

13.0 Grievance Procedure

13.1 Grievance Definition. A grievance is defined as an alleged violation of an article or section of Appendix E of this Agreement. Nothing contained herein will be construed as limiting the right of a part-time adjunct teaching faculty member having a grievance to discuss the matter informally without the intervention of the Association or its Representative, as long as the adjustment is not inconsistent with the terms of this Agreement. Written notice will be given to the Association at least forty-eight (48) hours prior to any and all grievance hearings. The Association shall have the right to attend all such hearings, and to state its views.

13.2 Grievance Procedure. Within ten (10) teaching days of the time a grievance arises, the part-time adjunct teaching faculty member either directly or accompanied by her or his Association Representative will present the grievance to her or his immediate supervisor. Within five (5) teaching days after presentation of the grievance, the immediate supervisor shall give her or his answer orally to the part-time adjunct teaching faculty member.

13.21 Step One

- A.** Within five (5) teaching days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant, and lodged with the immediate supervisor on the form provided.
- B.** The “Statement of Grievance” shall name the part-time adjunct teaching faculty member (s) involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of Appendix E of this Agreement alleged to be violated, shall state the contention of the part-time adjunct teaching faculty member and of the Association with respect to these provisions, and shall indicate the specific relief requested.
- C.** Within five (5) teaching days after receiving the grievance, the immediate supervisor shall communicate her or his answer in writing to the grievant and the Association Representative.

13.22 Step Two

- A.** If the grievance is not mutually resolved in Step One, the grievant may, within ten (10) teaching days of receipt of the immediate supervisor’s answer, submit to the President of the College a written “Statement of Grievance” signed by the grievant.

- B.** The President of the College, or her or his designated representative, shall give the Association Representative an answer in writing no later than ten (10) teaching days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by written mutual agreement of the Presidents of the College and the Association.

13.3 Grievance Appearance and Representation

- 13.31** Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to be present.
- 13.32** The Board and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
- 13.33** If the grievance arises from an action of authority higher than the immediate supervisor, the part-time adjunct teaching faculty member may present such grievance at Step Two of this procedure.
- 13.34** No reprisals of any kind will be taken by the Board or its agents against any aggrieved person, any party in interest, or any Association Representative, or any other participant in the grievance procedure by reason of such participation.
- 13.35** A part-time adjunct teaching faculty member may be represented at all stages of the grievance procedure by herself or himself or at her or his option, by an Association Representative. If a part-time adjunct teaching faculty member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 13.36** If, in the judgment of the Association, a grievance affects a group of part-time adjunct teaching faculty members, the grievance committee may initiate and submit such grievance in writing to the President of the College directly and the processing of such grievance will be commenced at Step Two.

13.4 Grievance Time Limits

- 13.41** Time limits provided in Appendix E of this Agreement may be extended by mutual agreement when signed by the parties.

13.42 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall automatically move the grievance to the second step of this procedure. The President, or his designee, must answer in writing within the specified time limits provided.

13.43 Any grievance not advanced from one step to the next within the time limits of that step, shall be deemed resolved by the Board agent's answer at the previous step.

13.44 Failure of the President, or her or his designee, to answer the grievance in writing within the time limits shall grant the Association the relief requested.

14.0 Duration of the Agreement

This Appendix shall be effective as of August 25, 2007, and shall continue in effect until August 24, 2010. This Agreement supersedes and cancels previous Appendix E agreement between the parties, oral or written, and shall constitute the entire agreement between the parties.

15.0 Office Space

The College will provide office space for Part-Time Adjuncts, in the department, when space is available.

16.0 Professional Development Funds

Each adjunct faculty member shall be allowed \$150.00 per year to be used for approved professional development activities. These funds may be accumulated for the life of the contract.

17.0 Wage Rates

A. Regular Wage Rates for Part-time Adjunct Teaching Faculty Members

2007-2008: \$750.00 one (1) course contact hour

2008-2009: \$765.00 one (1) course contact hour

2009-2010: \$780.00 one (1) course contact hour

Note: Normally a three (3) credit hour course in either Fall or Winter Semester would typically equal three (3) course contact hours.

B. WCC Retired Full-time Faculty Member Appointed as a Part-time Adjunct Teaching Faculty Member

A full-time professional instructor who retires after a minimum of fifteen (15) years of service to WCC and who qualifies to become a member of the adjunct unit shall be paid according to the Board policy on retired full-time faculty.

WASHTENAW COMMUNITY COLLEGE

LETTER OF AGREEMENT

Between

Washtenaw Community College

And

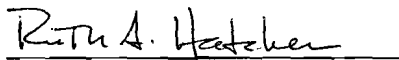
The Washtenaw Community College Education Association

Minimum Qualifications

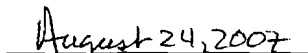
The undersigned parties agree that notwithstanding the provisions of 3.3 Load Assignment of Appendix E of this Agreement, part-time adjunct teaching faculty members who were eligible for membership in the unit as of the 1998 Fall Semester, shall be "grandfathered" with respect to minimum qualifications.

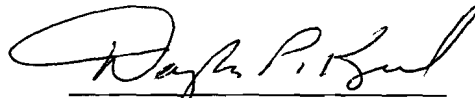
FOR THE ASSOCIATION

FOR THE COLLEGE




Ruth A. Hatcher
President, WCCEA


Date



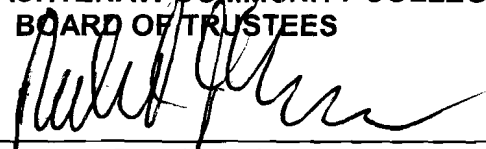
Douglas P. Kruzel
Associate Vice President, HRM


Date

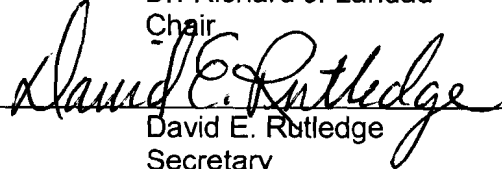
This Agreement shall become effective August 24, 2007.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and effective as of July 24, 2007.

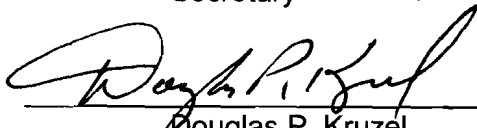
**WASHTENAW COMMUNITY COLLEGE
BOARD OF TRUSTEES**



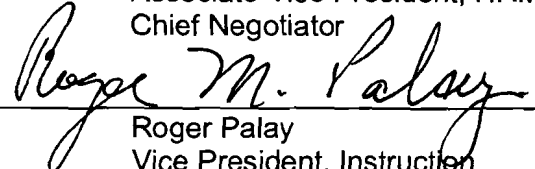
Dr. Richard J. Landau
Chair



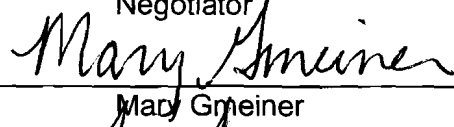
David E. Rutledge
Secretary



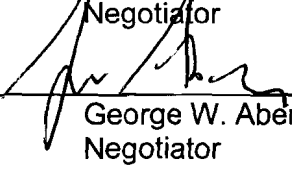
Douglas P. Kruzel
Associate Vice President, HRM
Chief Negotiator



Roger Palay
Vice President, Instruction
Negotiator

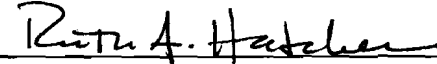


Mary Gmeiner
Negotiator

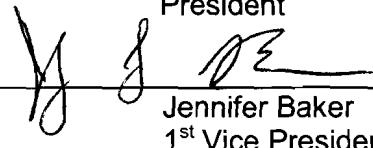


George W. Abernethy
Negotiator

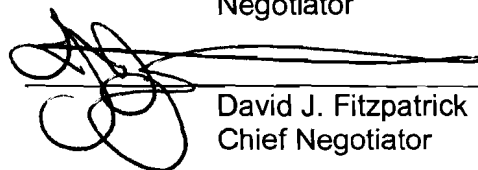
**WASHTENAW COMMUNITY COLLEGE
EDUCATION ASSOCIATION**



Ruth A. Hatcher
President



Jennifer Baker
1st Vice President
Negotiator



David J. Fitzpatrick
Chief Negotiator



Angela Meador
Negotiator