



Washtenaw Community College

MASTER CONTRACTUAL AGREEMENT

between

THE WASHTENAW COMMUNITY COLLEGE

BOARD OF TRUSTEES

and

THE WASHTENAW COMMUNITY COLLEGE

EDUCATION ASSOCIATION

June 30, 2005

through

August 25, 2009

Prepared by Office of Human Resource Management

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Table of Contents

Preamble	4-7
Section 0001 – 0028.2	
Recognition, Rights, and Guarantees	7-12
Section 0100 – 0125	
Faculty, Personnel, and Divisional Procedures	12-28
Section 0200 – 0253.2	
Personnel Policies and Procedures	29-34
Section 0300 – 0315	
Appointments, Promotions, and Related Matters	34-37
Section 0400 – 0413	
Faculty Protection and Assistance	37-39
Section 0501 – 0505	
Flexible Benefits Plan	39-42
Section 0600 – 0609	
Compensation	42-43
Section 0800 – 0816	
Leaves and Vacations	43-49
Section 0900 – 0905.3	
Grievance Procedures	49-51
Section 1000 – 1004	
Miscellaneous	51-52
Appendices	53-67
Letters Of Agreement/Understanding	
Arena Advising	87-88
Assessment Steering Committee Release Time	69
Benefits for Domestic Partners	70
Calculating Full-Time Faculty Contact Hours in the Spring-Summer	
Semester	97
Classified Faculty Paid Time Off	78
Contract Training	71-72
Faculty Advisor to Phi Theta Kappa	80
Faculty Evaluation Ad Hoc Committee	79
Interpretation of Outside funding	84
Martha Showalter, Rosemary Wilson, Bill Abernethy & Granville Lee	94
New Instructor Seminar Release Time	85
Part-Time Nursing	91
Part Time Faculty Specialized Pay Rate	77

Physical Examinations Reimbursements	92
Professional Counselors/Librarians Hired before 1997.....	81
Professional Improvement Stipend	93
Program Manager	82-83
Residential Construction Program.....	95
Residential Construction Program Foreman.....	96
Sabbatical Leave/Performance Improvement	89
The Evaluation Process and the PDE Appeals Committee.....	73-76
Thomas Penird-Contract Training Overload Limit	
Spring/Summer.....	90
UA Summer Training Program	86
Index.....	98-99

Preamble

The Washtenaw Community College Education Association and the Washtenaw Community College administration subscribe to the following collective bargaining principles in order to promote a working relationship which improves morale, reduces stress, provides for more effectiveness and efficiency, and produces quality education and service to students.

1. The College administration and the Faculty Association support the principle of external competitiveness and equity as it relates to working conditions and compensation when compared to comparable community colleges.
2. The Association and College administration support the principle of quality education and service relative to curriculum, class schedule, governance, professional development, and student support.
3. The Association and College administration support the principle of cooperative effort in improved productivity and efficiency strategies.
4. The faculty and administration support the principle of a cooperative work environment whereby academic departments jointly review academic matters.
5. The Association and College administration believe that commitment to equitable conditions of employment and to vigorous performance of one's responsibilities in serving students will naturally lead to increased morale, reduction of stress, properly directed energies, and greater effectiveness.
6. The Association and College administration agree to work together to solve problems and to support the College's response to the changing educational needs of our students and community through an ongoing dialogue characterized by candor and goodwill.

The parties agree that the desired future of the College is based on the faculty and the administration creating an educational environment conducive to the successful education of students. The following are desired outcomes, principles and agreements the parties vigorously support.

1. **Course Syllabi**

Faculty will maintain current, relevant course syllabi and make them available to part-time faculty and other affected departments for review and comment.

2. **Qualified Faculty**

The faculty and administration concur on the need to establish and enforce minimum hiring standards for both full and part-time faculty.

3. **Faculty Planning, Development, and Evaluation**

The faculty and administration agree on the need to maintain a faculty evaluation system that is integrated with academic planning and professional development. The faculty and administration agree that faculty professional development plans should be significantly influenced by student and curriculum assessment.

4. **Curriculum**

The faculty and administration agree that faculty have a professional responsibility to assure that the curriculum is relevant and meets the specific needs of our students. The faculty will involve themselves as necessary to maintain a curriculum that meets the occupational, university transfer, continuing education, and job skills education needs of our students. The faculty will involve themselves as necessary to insure that the curriculum is closely articulated with the needs of industry and business and with the curricula of the high schools from which students come and the universities to which they go.

5. **Teaching and Learning**

The faculty and administration agree that the College will continue to focus on the needs, abilities, and educational goals of students. The diversity of the College's course offerings and of its students must lead the faculty to embrace a diversity of teaching methods ranging from the most traditional to the most innovative. Whatever the method, the outcome must be observable/measurable student learning.

6. **Academic Departments**

The faculty and administration agree that academic departments should, to the greatest extent possible, function as teams in identifying, accomplishing, and assessing the work of each department within guidelines.

7. **Cross-Departmental Collaboration**

The faculty and administration support cross-departmental curricular collaboration in the maintenance of a strong core curriculum and in the development of current and relevant general education for each occupational program.

8. **Office Hours**

The faculty and administration agree that faculty have a professional responsibility to post and meet office hours.

9. **Master Class Schedule**

The faculty and administration agree that faculty have a professional responsibility to assure that the master schedule meets diverse student needs and required efficiencies.

10. **Optimization of Class Sections**

The faculty and administration agree that all section enrollments must be maximized whenever possible.

11. **Absences and Tardiness**

The faculty and administration agree that faculty have a professional responsibility to begin classes on time, hold classes for the full period, and report any absence on the appropriate form.

12. **Review of Course Credit**

The faculty and administration agree that the ratio of credit to contact hours must be reviewed to assure internal and external consistency and equity.

13. **Study Problems/Co-op and Similar Courses**

The faculty and administration support the development and scheduling of study problems, co-op, and similar courses to meet student needs and required efficiencies.

14. **Student Retention**

The faculty and administration agree that the faculty, without diminishing their professional commitment to their subject fields, have a lead responsibility to assist with the retention of students in their classes. It is expected that the faculty will work with student support services, provided by the College, to maximize student retention.

15. **Continuing Education/Job Skills Education**

The faculty and administration agree that faculty should participate in continuing education/job skills education offerings when possible.

16. **Faculty Role**

The faculty and administration agree that the faculty role in accomplishing the work of the College must be reflected by a flexible and varied faculty load model in accordance with College and departmental procedures. It is further agreed that alternative assignments mutually agreed to by the administration and the faculty member, with input from the faculty member's academic department, should be for specific projects or activities beyond the faculty member's normal duties.

17. **Part-time Faculty**

Full-time faculty will act as resource people to assist part-time faculty in executing their teaching responsibilities.

18. **Commitment to Professional Responsibilities**

Faculty must make the work at WCC the primary work in their lives. Faculty must work well and hard to meet the goals of the College. Being a professional faculty member at Washtenaw Community College is a year-round responsibility which includes curriculum development, professional improvement and development, and other professional responsibilities.

19. **Distance Learning/Learning Technology**

The faculty and administration support the exploration of new technology to provide quality instruction to the workplace, schools, and other community locales. The faculty is expected to review the value of new learning technology to enhance the effectiveness and efficiency of instruction.

20. **Experimentation and Classroom Research**

The faculty and administration support faculty classroom research and experimentation with instructional methods designed to enhance observable/measurable student learning.

RECOGNITION, RIGHTS, AND GUARANTEES

0001 Master Contractual Agreement. This is the Master Contractual Agreement between the Board of Trustees of Washtenaw Community College and the Washtenaw Community College Education Association, a Chapter of the Michigan Education Association and affiliated with the National Education Association.

0002 Agreement Date. This Agreement entered into this thirtieth of June, 2005, by and between the Board of Trustees of Washtenaw Community College, hereinafter called the Board and the Washtenaw Community College Education Association, hereinafter called the Association.

0003 Contrary to Law Provision. If any provision of this Agreement or any application of this Agreement to any faculty member or faculty members should be found contrary to law by a court of last resort or court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, or to rule or regulation of appropriate State agencies from which rule or regulation no appeal has been taken within the time provided for doing so, then such provision shall be deemed invalid except to the extent permitted by law but all other provisions hereof shall continue in full force and effect.

0004 Recognition. The Board recognizes the Association as the sole and exclusive bargaining agent for all professional instructional personnel employed at the College on a full-time basis, including those on approved leave. The positions included in the bargaining unit are professional instructor, professional counselor, professional service personnel, professional librarian and classified faculty (clinical instructor, laboratory instructor, student services advisor, and instructional laboratory assistant). Classified faculty shall not exceed twenty percent (20%) of the bargaining unit. The term faculty member used hereinafter in this agreement shall refer to all members of the bargaining unit. All other employees of the College are excluded from the bargaining unit.

0005 Exclusive Rights.

- 0005.1** The Board agrees not to negotiate with any faculty member individually, or with any faculty organization other than the Association for the duration of this Agreement, nor to refer to any other group any problem for any purpose which is properly the subject of negotiation.
- 0005.2** No College facilities, resources, personnel, or equipment shall be used by the Board or any of its appointees or employees to support any organization or businesses assuming or attempting to assume any functions or legal rights of the Association, or its members, except for proper actions under the Public Act 379 for "de-certification" election procedures.
- 0006 Copies of Proposed Policy Changes.** One week in advance of official action, the Board shall furnish the Association with copies of only those proposed policy or by-law changes relating to instruction or members' working conditions.
- 0007 Effect by Passage of Law.** Any provision of this Agreement which is contrary to law, but becomes legal during the life of this Agreement shall take immediate effect upon the enactment of such legislation.
- 0008 Personal Rights Protected.** Nothing contained herein shall deny any faculty member their rights under the State and Federal Constitutions and laws.
- 0009 Release Time for Negotiations.** Whenever any representative of the Association or any faculty member is mutually scheduled by the parties to participate during working hours in negotiation and/or arbitration procedures, they shall suffer no loss in pay, nor be expected to compensate in any way for spent in carrying out such responsibilities.
- 0010 Continuance of Operations.**
- 0010.1** The Association shall not cause, engage in, or sanction any strike or interruption of normal College operations, nor shall there be any strike or any interruption of work during the life of this Agreement because of any dispute or disagreements between any persons who are not signatory parties to this Agreement.
- 0010.2** The Board agrees that there will be no lockout of the Association or of Association members during the life of this Agreement.
- 0011 Equal Application of the Contract.** No employee or group of employees who are not full-time employees of the College may be given wages or other benefits superior to wages or benefits that they would have received as full-time members of the bargaining unit for the same or equal work.
- 0012 Selection of Negotiators.** Neither party in any negotiations shall have any control over the selection or number of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall have all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations. The Agreement shall not be binding until ratified by the Board and by the Association.

- 0013 Copies of Agreement.** Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all faculty now employed or hereafter employed. The Board will also supply to the Association, free of charge, 200 copies of the Agreement, plus more as needed, at cost.
- 0014 Access to Information** The Board shall make available to the Association upon its reasonable request and within a reasonable time thereafter information concerning the professional staffing and financial resources of the institution, including but not limited to: annual financial reports and audits; registry of professional personnel; budgetary requirements and allocations; agendas and minutes of all Board meetings, and all attachments thereto at the time of distribution to the Board; treasurer's reports; names, addresses and position on salary schedule of all professional personnel in the bargaining unit; and such other information related to Washtenaw Community College and in possession of the Board, as are necessary for negotiation of the collective bargaining agreement and/or the processing of grievances. It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested not already compiled in that form unless mutually agreeable.
- 0015 Administrative Consultation.** The Administration shall involve the Association in the formative stages of any construction programs, or major revisions of institutional direction or purpose, which are proposed or under consideration, and the Association shall be given opportunity to advise the Administration with respect to said matters prior to their adoption and/or general publication.
- 0016 Performance Contracts.** The Board shall enter into no contract which will result in instruction being provided by any organization other than the Association, except as herein provided. The Board may enter into Health Science performance contracts up to a maximum of six (6) as long as there is a demonstrable need for that service. Performance contracts in the Health Sciences area shall not be used for the purpose of reducing the number of Health Science Technician positions that existed on the effective date of this Agreement. Performance contracts may be issued for non-credit courses and for those courses for which C.E.U.'s are granted. However, appropriate instructional or service areas will have the opportunity to review non-credit offerings in a performance contract which parallel those credit courses taught by full-time faculty members. The Board shall further provide for Association and faculty members' involvement in new or innovative programs from planning through evaluation stages.
- 0017 Managements Rights.** The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all power, right, authority, duties, and responsibilities conferred upon and vested in it by laws and Constitution of the State of Michigan and of the United States in the executive management and administrative control of the College and its properties and facilities and of its employees except as changed and agreed to in a specific article or section of the Agreement.
- 0018 Rights to Organize and Support.** The Board hereby agrees that every professional employee of the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining. The Board agrees that it will not directly or indirectly discourage, deprive, or coerce any faculty member in the enjoyment of any rights conferred by act or laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any faculty member with respect to hours, wages, or any terms or conditions or employment by reason of their membership in the Association.

- 0019 Meeting Rooms.** The Association and its officers, for the purpose of carrying out its business, shall have the right to use the College facilities for meetings. No charge shall be made for the Association's use of College rooms for Association meetings, except for additional necessary custodial services.
- 0020 Office Space.** The Board shall continue to provide the Association with office space under the conditions which existed on September 1, 1971. Any change in conditions or terms must be mutually agreed upon.
- 0021 Use of Facilities.** The Association, for the purpose of carrying out its business, shall have the right to use nonproprietary College facilities, equipment, and services including typewriters, copiers, calculators, computers, and all types of audiovisual equipment when such equipment is not otherwise in use, except that the Association shall provide its own expendable supplies which may be purchased from College inventory.
- 0022 Posting of Association Notices.** The Association shall have the right to post notices of its activities and matters of Association concerns on bulletin boards. The Association may use the College mail service and mailboxes or email for communications to faculty members, including mass distribution.
- 0023 Association Business.** Duly authorized representatives who are members of the Association or their agents shall be permitted to transact official Association business on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations.
- 0023.1** Six (6) contact hours per week of release time shall be granted for each Fall and Winter semester. Allocation of these release hours shall be determined by the President of the WCCEA. These release hours shall be used for the purpose of encouraging faculty to serve on College committees, serving as faculty liaison to the administration, contract implementation, leadership teams, budget teams, building committees, etc.
- 0024 Official Association Participation at Board.**
- 0024.1 The President, or agent of the Association shall appear on the agenda of all Board meetings as the first item of correspondence, verbal.
- 0024.2 The President, or agent of the Association shall be notified of all Board meetings, public and executive.
- 0025 Association Leave.** The Board shall provide the Association with fifteen (15) days at the beginning of every school year to be used by faculty members who are officers or agents of the Association, such use to be at the discretion of the Association President. The Association President agrees to notify the Associate Vice President of Human Resource Management no less than forty-eight (48) hours in advance of taking such leave, but the faculty member (other than the Association President) must also notify the Dean or immediate supervisor through the usual process that they will be absent.

0026 Faculty Member Rights. The faculty members shall have the right to teach in an atmosphere of free intellectual inquiry and not be subjected to restraints or harassment which would impair their teaching. There shall be no restrictions which would impair the faculty members' ability to present their subject matter.

0027 Citizenship Rights. Faculty members shall be entitled to full rights of citizenship and no religious and political activities of any faculty member or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such faculty member. The private, personal life of a faculty member is not within the authority of the Board.

0028 Ownership and Use of Staff Developed Material

0028.1 **Use.** The College shall have perpetual use of faculty developed material if the faculty member consents to the multiple duplication or distribution of the material. The only evidence of the faculty member's agreement to share use of their material is the actual duplication or distribution of the material.

0028.2 **Ownership.** Those materials resulting solely from a faculty member's own resources, ideas, and initiations, and which involve only minor use of College facilities, are the sole property of the faculty member and any proceeds derived from those materials shall accrue to the faculty member alone.

Those materials developed by a faculty member with major support from a College department will be reviewed to determine ownership and residual rights. Such review will be conducted by the Intellectual Property Rights Committee.

The membership of the Intellectual Property Rights Committee shall consist of:

- the faculty author(s) who initiated the project proposal
- the faculty member's Dean.
- one representative of the WCCEA
- the Vice President of Administration and Finance
- the support area administrator

The Committee will be responsible for developing an agreement between the College and the author(s) as to ownership and residual rights. The Committee will review the proposal and estimate the costs of the project and the extent of College support involved. The Committee will deliberate and decide on right to royalties and royalty percentages or other methods of cost reimbursement if the product is to be marketed. The Committee will decide on other options related to ownership and usage rights such as the methods of distribution and marketing, if that is the intent, and the methods of revision of the material in the future. The administration encourages and promotes the development of educational materials by faculty. Therefore, the interest of the College in supporting most collaborative efforts of a substantial nature is understood to be a recovery of production costs only.

The requirements or criteria which constitute major or substantial support from the College and require that the proposal be brought before the Intellectual Property Rights Committee are any one of the following:

- a. The faculty member has been provided, or it is estimated that the project will require, the equivalent of 30 or more hours of support from a College department.
- b. An administrator from the supporting department estimates that the expertise, skill, or creativity that will or is being provided is a very significant part of the collaboration.
- c. The faculty member has been granted release time to work on the project.
- d. The faculty member has received extra compensation to work on the project.

The faculty member shall have ownership rights to material developed while on sabbatical leave subject to the following conditions:

The College will have perpetual use of the material; and

The material developed is subject to the major support conditions as previously described.

FACULTY, PERSONNEL, AND DIVISIONAL PROCEDURES

0100 Definitions and Faculty Assignments.

0101 College Calendar. See appendices "A." For each one hour of credit a Minimum of 800 minutes of instruction must be provided. Under the present calendar each scheduled clock hour must provide 55 minutes of instruction.

0102 The Academic Year. The academic year shall consist of three (3) fifteen-week semesters (Fall, Winter, and Spring/Summer).

0102.1 Length of Academic Year Contract. All full-time professional teaching faculty members shall be contracted to provide service to the College for 160 reporting days/32 weeks. All teaching faculty members shall begin their contractual assignment on the first scheduled reporting day. Full-time professional counselors, professional librarians, and professional service personnel shall be assigned to work 200 reporting days anytime during the twelve (12) months following the first day of the contractual year. In addition, professional counselors, professional librarians, and professional service personnel may be assigned involuntary overload up to a maximum of twenty-four (24) additional reporting days.

0102.2 Classified faculty shall be contracted to provide service to the College for a total of fifty-two (52) consecutive weeks. A classified faculty member shall be contracted for fewer than fifty-two (52) weeks in program areas that provide instruction for fewer than forty-five (45) weeks. All classified faculty members employed on or before July 1, 1990, shall

not have their work weeks reduced to fewer than forty-five (45) work weeks as a result of this provision.

In the event that a classified faculty member is contracted for less than fifty-two (52) weeks, but not less than forty-four (44) weeks, the wages and benefits of the classified faculty member shall be proportional to the time worked. The College will pay full insurance premiums in accord with the provisions of Section 0501 of this Agreement.

In the event that a classified faculty member mutually agrees to a contractual work year of less than forty-four (44) weeks, the wages and benefits of the classified faculty member shall be proportional to the time worked. The College will pay insurance premiums in proportion to the time worked in accord with the provisions of Section 0501 of this Agreement.

The appropriate Dean shall forward a copy of any classified faculty member's annual schedule which has been reduced to less than fifty-two (52) weeks to the Office of Human Resource Management and the President of the WCCEA not later than September 30.

0103 The Academic Week. The academic week for all full-time faculty members for the purpose of this Agreement shall be from 8:00 a.m. Monday through 12:00 noon on Saturday.

0103.1 Faculty members may be scheduled outside of the normal academic week only with the written consent of the faculty member. A copy of the faculty member's approval shall be forwarded to the Association.

0103.2 The College may offer classes and services at times outside the academic week which may be staffed by part-time faculty members in accordance with Section 0108.1.

0103.3 A bargaining unit member shall not be required to have six (6) work days in a week.

0104 The Academic Day. The academic day for full-time faculty members shall be from 8:00 a.m. until 11:00 p.m. or on Saturday from 8:00 a.m. to 12:00 noon.

0104.1 Faculty members may be scheduled outside of the normal academic day only with the written consent of the faculty member. A copy of the faculty member's approval shall be forwarded to the Association.

0104.2 Continuing Education Classes. Continuing Education classes may be scheduled at any time without regard to the limitations in 0104 or 0104.1 but shall be mutually agreed in writing between the College and the faculty member. A copy of the faculty member's approval shall be forwarded to the Association.

0104.3 Definition of the Work Day. Faculty members shall be paid on the basis of their contractual reporting days; and are responsible for campus duties as assigned on any of these days. Leaves and sick benefits shall also be calculated on this basis. Therefore, any leave on a contractual day shall be reported as an absence. Any leave or absence less than or equal to four (4) hours constitutes a half day.

0105 Teaching Assignments and Loads--Definitions

- 0105.1 Recitation.** The class capacity for recitation sections shall be thirty (30) students, except that individual instructors may admit additional students at their own discretion.
- 0105.2 Laboratory Sections.** The assignment of students to laboratory sections of scheduled classes shall not exceed the maximum number of work stations available.
- 0105.3 Lecture.** Designated lecture sections shall be those classes which enroll a minimum of forty-five (45) students. The maximum enrollment shall not exceed 200 students. Designated lecture sections shall be counted as 1.5 times the recitation section load for 45-100 students, and 2.0 for 101-200 students. Designated lecture sections shall be determined by the appropriate Dean during the development of the master class schedule.
- 0105.4 Telecourses.** Professional instructors assigned to a television or newspaper course of a full semester or session duration shall be granted load credit of three (3) contact hours for a student enrollment of 15-70 students, and four (4) contact hours for a student enrollment of 71-140 students.
- 0105.5 Exceptions.** The only exceptions to 0105.1 are as follows:

<u>Course Title</u>	<u>Course Number</u>	<u>Class Size</u>
Communication	101, 183	25
English	030/032, 035, 050, 051	
	067, 091	22
English	100, 107	25
Mathematics	039, 062, 090, 097A/B	22
Mathematics	151/152, 163/165	22
Mathematics	169A/B, 107	22
Reading	040, 050, 070.....	22

0106 Assignments and Loads--Professional Instructors Whose Primary Responsibility is Teaching English:

- 0106.1** Shall be required to teach no more than three (3) English Composition classes per fifteen-week semester.
- 0106.2** Shall have no more than twenty (20) students in each English Composition class; however, an additional three (3) students may be added with the faculty member's permission.

0107 Definition of Full-Time Professional Faculty

- 0107.1 Full-Time Professional Faculty Members..** Any professional faculty member who teaches more than 120 contact hours per semester or has assigned more than half of the duties performed by professional faculty members, or a combination of contact hours

and duties performed, shall be considered a full-time professional faculty member under the terms of this Agreement. Salary only shall be prorated in proportion to time worked.

0107.2 Part-Time Employees. The Board shall not use part-time employees to replace full-time faculty members presently employed. The Board shall not use administrators or other employees of the College to replace present members of the bargaining unit, or use any such persons to reduce base wages or benefits of presently employed members of the bargaining unit.

0107.3 Part-Time Faculty Contact Hour Generation.. The total number of contact hours generated by part-time faculty members during the Fall and Winter semesters shall not exceed thirty-seven (37%) of the total number of contact hours generated within the College during the Fall, Winter, and Spring/Summer semesters. Non-credit contact hours shall not be subject to this provision.

For purposes of this section:

1. The base teaching workload for teaching faculty shall be stipulated at 450 contact hours.
2. Source data shall be faculty load reports produced by the Vice President of Instruction based on full-time faculty overload contracts and part-time faculty contracts.

The percentage shall be calculated on the basis of contact hours taught during the Fall, Winter and Spring/Summer semesters.

0107.4 New and Experimental Programs/Projects. The Board may hire faculty members for a period of up to one (1) year to staff experimental programs/projects. These faculty members shall not be subject to the provisions of this Agreement and shall not be entitled to employment continuation rights beyond the life of the experimental program/project. Any member of the bargaining unit who fills an Experimental Program/Project position shall have the right to return to a position within the bargaining unit at the termination of said program/project without loss of seniority or other rights and benefits due them under the terms of this Agreement as though they had continued in the bargaining unit.

0107.5 Programs Funded Outside College Funds. Courses and programs dependent on outside funding will not be continued beyond the life of the funding agreement. Outside funds come from grants and other programs that the College specifically applies for and generally are for a fixed period of time and a specific purpose. Faculty members hired for these programs shall have no contractual renewal rights. However, in the event that such faculty members are offered full-time faculty status, full-time College service will be applicable to seniority.

0107.6 Full-time Adjunct Faculty Member. Absences or vacancies caused by full-time faculty members who are ill or on other approved leave, may be filled with a full-time adjunct faculty member until such time as the full-time faculty member returns to work.

Full-time adjunct faculty members may also fill a vacancy resulting from a full-time faculty member's resignation, promotion, transfer or death. A full-time adjunct faculty member may be hired to assume the complete assignment or load of the full-time faculty member until such time as a new faculty member is hired.

Full-time adjunct faculty members may be hired to assume unassigned classes or assignments during the Spring/Summer semester and/or Spring/Summer sessions.

Full-time adjunct faculty members shall not be subject to the provisions of this Agreement except that their assigned work load will conform to the conditions of this Agreement. Full-time adjunct faculty members shall have no contractual renewal rights. Full-time adjunct faculty members may be entitled to appropriate fringe benefits if the assignment is for a predetermined period of time in excess of a fifteen (15) week semester. Full-time adjunct faculty members shall not be hired for a period which exceeds one (1) calendar year for the same assignment without the written consent of the Association.

0108 Overload.

0108.1 During the Fall and Winter semesters, faculty members within the discipline or program area shall be granted the right of first refusal of fifty percent (50%) of all overload classes or assignments that exist in that discipline or program area of the college, including related Continuing Education offerings. Compensation for teaching noncredit classes shall be on an overload basis. Noncredit contact hours are not to be assigned as part of an instructor's base load unless credit courses are not available in the faculty member's discipline/specialty or unless a special contract education project requires the expertise of a faculty member, they agree to do the work, and the assignment is approved in writing by the Vice President of Instruction.

During the Spring/Summer semester and/or Spring/Summer sessions, faculty members within the discipline or program area shall be granted the right of first refusal to all overload classes or assignments that exist in that discipline or program area of the college, including related Continuing Education offerings. The College shall have the unrestricted right to use part-time and/or full-time adjunct faculty notwithstanding the provisions of 0107.3 of the Agreement. Short-term courses, externally funded programs/courses, weekend courses or those offered after the regular hours shall be excluded from the conditions of these provisions.

0108.2 The semester overload teaching rate for all professional instructors, professional counselors, professional librarians, and professional service personnel not at step 30 of the salary schedule shall be 1.5% (0.015) of the face value of the faculty member's full-time contract for each course contact hour taught. One (1) course contact hour shall equal fifteen (15) contact hours of instruction. However, the course overload teaching rate for all professional faculty at step 30 shall be at the rate paid at step 29 for each course contact hour taught. All professional instructors shall be compensated at the overload rate for each course contact hour taught above the semester limit stipulated in Overload Eligibility (0108.5). All professional counselors, professional librarians, and

professional service personnel shall be compensated at the overload rate for each course contact hour taught above the faculty member's forty (40) hour work week.

The hourly overload non-teaching rate for all professional instructors, professional counselors, professional librarians, and professional service personnel shall be 0.05% (0.0005) of the face value of the faculty member's full-time contract for all non-teaching overload assignments above the faculty member's forty (40) hour work week.

Professional faculty members who are absent from an overload assignment shall have their compensation reduced accordingly, except for approved college business (conference attendance or other administrative/faculty activities mutually agreed to) or for documented jury service.

- 0108.3** A professional instructor may be offered and may accept overload assignments in a scheduled semester, however the overload contact hours shall not exceed ninety (90). During the Spring/Summer semester and/or Spring/Summer sessions, a professional instructor's maximum weekly overload shall not exceed twenty-one (21) contact hours per week.

Counselors and professional service faculty shall be entitled to all overload within their area if they are unassigned (i.e. they are on non-reporting days) up to the weekly maximum of forty-two (42) clock hours. During the 200 day base load period, the overload maximum shall not exceed 480 clock hours. The combination of base load and overload clock hours shall not exceed twelve (12) hours in any given day.

- 0108.4** All overload hours, both instructional and non-instructional, must be mutually acceptable to the College and the faculty member and contracted for in writing on the faculty member's load report. Overload hours shall be designated in the following order: courses for which there are scheduled meeting days and times, telecourses (section number "TV"), distance learning courses (section number "DL"), study problems courses (course number 189), workplace learning courses counted for contact hours as opposed to opting for a per student rate of pay (course numbers 174, 274, 199). In order to facilitate the remedy of deficiencies formally identified through a planning, development, and evaluation (P.D.E) process, the dean may limit or deny approval of overload assignments.

- 0108.5** For the purpose of calculating course contact overload hours, a base teaching load of 15 contact hours per week shall be equated to 225 contact hours per 15 week semester. Fall semester-A professional instructor shall be paid overload compensation when their teaching load exceeds 225 contact hours. Winter semester-A professional instructor shall be paid overload compensation when their cumulative base teaching load exceeds 450 contact hours.

- 0108.6** Front loading is allowed under special circumstances. Front loading is defined as adding up to three hours extra base load in the Fall term with the understanding that base load in the immediate subsequent Winter term will be up to three (3) hours less than the normal base load.

0110 Limitations: Extended Day Schedules.

- 0110.1** Each professional instructor may be assigned extended day classes a maximum of four (4) nights per week for one (1) semester or the equivalency thereof throughout the academic year.
- 0110.2** Deans shall ensure fair rotation of extended day duties or classes.
- 0110.3** No faculty member shall be assigned a schedule in excess of ten (10) hours between the beginning of the first and the ending of the last assignment hour.

0111 Duty Hours: Professional Instructors.

- 0111.1** **Professional Instructors** shall be responsible for a total of 450 contact hours per academic year.
- 0111.2** The base academic year load for professional instructors shall be 1280 hours. However, in the event the administration requests that a professional instructor teach a configuration other than the Fall and Winter semester combination, it shall be permitted with the agreement of the faculty member. That is, professional instructors may teach a Fall or Winter semester and the Spring/Summer semester combination so as to satisfy the base load requirements provided that 450 contact hours are taught during this period, unless the professional instructor has been assigned to an alternative assignment. In no event shall an instructor satisfy the base load requirement in less than 160 days. All professional instructors have a year-round professional responsibility to the college. The professional instructor's base load responsibilities shall consist of (1) teaching/teaching preparation; (2) development and review (including curriculum, teaching methods, learning technologies); (3) department and institutional work (such as student outcomes assessment, curricular improvement), (4) student recruitment and student guidance, and (5) professional development. A copy of the faculty member's schedule shall be forwarded to the President of the WCCEA each semester.
- 0111.3** A minimum of five (5) office hours per week shall be scheduled and posted for each semester. Professional instructors shall be available for five (5) hours per week for meetings related to College business, such as departmental, divisional, faculty, cross-departmental, governance, and community. If the professional instructor wishes to schedule additional student consultation time, this shall be in addition to office hours, meeting hours and contact teaching hours. Professional Instructors shall not be assigned during these additional hours duties not normally performed by members of the bargaining unit or other requirements not related to the professional instructor's duties.
- 0111.4** Each professional instructor shall be accountable for fifteen (15) preparations hours per week to be scheduled as part of the professional instructor's weekly schedule. These hours shall be used for the purpose of preparing for classes offered, the updating of existing courses, and preparation for new course offerings.

0111.5 Preparations. Professional instructors shall be assigned no more than three (3) separate preparations in any base load semester without prior written consent of the professional instructor.

0111.6 Supervised Study/Study Problems/Independent Study. Faculty members scheduled to supervise study problems, practicum, seminar, or internship classes shall be granted credit for one (1) contact hour for each five (5) students or fraction thereof. These sections must be scheduled at separate meeting times from other courses the faculty member is teaching. If sections do not have separate meeting times, it will be assumed that the sections are combined with other sections and no additional compensation will be provided.

1 - 5 students = 1 contact hours

6 - 10 students = 2 contact hours

11 - 15 students = 3 contact hours

0111.7 Workplace Learning: Faculty members scheduled to supervise students in work experiences (e.g., courses numbered 174, 274, 199) shall be compensated at the rate of \$300 per student per course. (Placements are equivalent to 15-week courses). Faculty supervising five or more students shall have the option of compensation at the above rate or receive credit for one contact hour of teaching (base load or overload.)

Faculty are required to meet each student and/or visit their work site (in cases of workplace learning) a total of at least four times per 15-week semester.

0111.8 Course Syllabus. It shall be the responsibility of the professional faculty to prepare and maintain an official course syllabus for each active course in the department. This syllabus shall include the course number and title, description, credit and contact hours, pre and corequisites, learning outcomes and objectives, and essential instructional methods, assessment and evaluation methods, content, and other specifications which are required of all class sections as determined by the faculty. The Dean may assign the preparation of a course syllabus to an instructor who teaches the course.

0111.81 Course Section Handout. It shall be the responsibility of all instructors teaching each course to prepare a course section handout for distribution to students that is consistent with the intent of the official syllabus and that specifies required materials, evaluation methods to be used, and student obligations. Within the requirements of the official course syllabus and section handout, an instructor may present alternative views of controversial issues and use alternative methods of instructional design in the course section.

0112 Duty Hours: Professional Counselors.

0112.1 Students shall be assigned to counselors on an equitable basis.

0112.2 Not later than ten (10) days after the end of the Drop/Add period for any semester, all enrolled students shall be assigned a professional counselor.

0112.3 Annual Schedule. Professional Counselors shall be assigned 200 reporting days to be scheduled as needed during the twelve (12) months following the first day of the contractual year. In addition, Professional Counselors may be required to work up to an additional twenty-four (24) days at the request of the College administration. Compensation for these additional days shall be at the nonteaching overload rate. The College is not obligated to assign work to Professional Counselors beyond the 200 reporting days per contractual year. The area Dean and the counselors shall arrange, not later than July 1, counselors' base load reporting days throughout the year based on College priorities and seniority. Each Professional Counselor shall also indicate twenty-four (24) additional days during the contractual year when they will be available for mandatory overload assignment. Copies of counselors' annual schedules shall be forwarded to the Office of Human Resource Management. A copy shall be forwarded to the Association. The College shall not subsequently alter reporting day schedules after September 1 without the written consent of the faculty member. If the College wishes to schedule the faculty member to work any of the 24 additional days, the College shall give the faculty member at least 48 hours notice, unless the faculty member waives the notice.

0112.4 The counselors' weekly schedule will be a 40-hour work week approved by their Dean, with 35 hours per week being spent in counseling activities on campus and/or in the community and five (5) hours per week for College meetings.

0112.5 Professional Counselors shall not be assigned duties not normally performed by members of the bargaining unit.

0112.6 In the event Professional Counselors are assigned instructional responsibility as part of their base load, they shall have one (1) preparation hour for each contact hour of instruction, and will schedule and be accountable for these hours.

0113 Duty Hours: Professional Service Personnel and Professional Librarians

0113.1 Professional Service Personnel and Professional Librarians shall be assigned to work two hundred (200) reporting days to be scheduled as needed during the twelve (12) months following the first day of the contractual year. In addition, Professional Service Personnel and Professional Librarians may be required to work up to an additional twenty-four (24) days at the request of the College administration. Compensation for these additional days shall be at the nonteaching overload rate. The College is not obligated to assign work to Professional Service Personnel or Professional Librarians beyond the 200 reporting days per contractual year. Professional Service Personnel's and Professional Librarians' weekly schedule will be a forty (40) hour work week approved by the Administrative Supervisor, with thirty-five (35) hours per week being spent in assigned activities and five (5) hours per week for College meetings. The Administrative Supervisor and the faculty member shall arrange no later than July 1, the faculty member's base load reporting days throughout the contractual year based on College priorities and seniority. Each faculty member shall also indicate twenty-four (24) additional days during the contractual year when they will be available for mandatory overload assignment. Copies of the faculty members' schedules shall be forwarded to

the Office of Human Resource Management. A copy shall be forwarded to the Association. The College shall not subsequently alter reporting day schedules after September 1 without the written consent of the faculty member. If the College wishes to schedule the faculty member to work any of the 24 additional days, the College shall give the faculty member at least 48 hours notice, unless the faculty member waives the notice.

0113.2 Professional Service Personnel and Professional Librarians shall not be assigned duties not normally performed by members of the bargaining unit.

0113.3 In the event Professional Service Personnel or Professional Librarians are assigned instructional responsibility as a part of their base load, they shall have one (1) preparation hour for each contact hour of instruction, and will schedule and be accountable for these hours.

0114 Duty Hours/Assignment: Classified Faculty.

0114.1 Classified and Hours. Classified faculty shall consist of: (1) clinical instructor, (2) laboratory instructor, (3) student services advisor, and (4) instructional laboratory assistant. All classified faculty shall be accountable for forty (40) hours per week, five (5) eight-hour days assigned duties and schedules shall be posted.

0114.2 Schedules. Classified faculty may not be scheduled over more than a fourteen (14) hour period on any one day. Classified faculty may be scheduled over more than a nine (9) hour period on at most ninety (90) days per twelve (12) month period beginning with the first reporting day of the academic year. However, in no case may a classified faculty member be required to work more than four (4) such days in a week.

0114.3 Compensation. See Appendices "C".

0114.4 Classified Faculty Assignments. No Classified faculty shall be assigned to a laboratory which has more than one class requiring their supervision.

0114.5 Overtime Pay. All hours above forty (40) hours in any one week, Classified faculty shall be paid at the rate of one and one-half (1.5) times their regular hourly rate.

0114.6 Annual Schedule. Classified faculty shall work year round, to be scheduled as needed during the twelve (12) months following the first day of the contractual year except as provided in 0102.2.

Not later than July 1, the immediate supervisor of the classified faculty member shall arrange an annual reporting schedule considering both the wishes of the classified faculty member and the efficient operation of the area concerned as interpreted by the administration. Copies of all annual schedules shall be forwarded to the Office of Human Resource Management and the President of the WCCEA.

Submission of an annual schedule does not relieve the Classified faculty member of the requirement of submitting absentee reports. The College shall not subsequently alter annual reporting schedules after September 1 without the written consent of the

classified faculty member. A copy shall be forwarded to the Office of Human Resource Management and the President of the WCCEA.

0114.7 Non-Bargaining Unit Duties. Classified faculty members shall not be assigned duties not normally performed by members of the bargaining unit.

0114.8 Substitution. Classified faculty members shall not substitute for an instructor while holding a concurrent classified faculty member assignment.

0114.9 HOLIDAYS

A. **Classified Faculty:** Paid holidays for twelve (12) month classified faculty are designated as follows:

- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Martin Luther King Birthday
- Christmas Day
- Day before or after Christmas Day as determined by the administration
- Two (2) additional days during the Christmas Season as determined by the administration
- Day before New Year's Day
- New Year's Day
- Floating Holiday
- Memorial Day
- Fourth of July

B. **Christmas Holidays:** The College administration shall determine whether the College is closed for the holiday on the day before or the day after Christmas, as well as when the two (2) additional days during the Christmas season will be observed. Faculty members shall be notified in advance of the designated days.

C. **Holiday Observance:** Holidays shall be observed in accordance with the dates designated by the College.

Should a designated holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

0114.10 VACATION SCHEDULE (CLASSIFIED FACULTY)

A. **Vacation Leave:** Full-time twelve (12) month classified faculty will earn credit toward vacation with pay in accord with the following schedule:

1-3 years - 15 days per fiscal year (10 hours p/work month)

4 years and over - 22 days per fiscal year (14.67 hours p/work month)

- B. Vacation time shall be accumulated and determined annually and recorded as of June 30 by the Office of Human Resource Management and shall be used by the classified faculty member within the twelve (12) month period immediately following the June 30 determination.
- C. Classified faculty will be paid their current rate based on their regular scheduled pay while on vacation and will receive credit for any benefits provided for in this Agreement.
- D. If a classified faculty member is laid off, retires, or terminates their employment, they will receive any unused vacation credit including that accrued in the current calendar year.

0114.11 VACATION PERIOD

- A. Vacation days will be granted at such times during the year as are suitable, considering both the wishes of the classified faculty member, and the efficient operation of the area concerned as interpreted by the administration.
- B. When holidays are observed by the Board during a scheduled vacation, the vacation will be extended for that period of time continuous with the vacation.
- C. A vacation may not be waived by a classified faculty member and extra pay received for work during that period.

0115 Transportation. Reimbursement for all authorized travel by private vehicle shall be the maximum established IRS standard for cents per mile of travel by a privately owned vehicle.

0115.1 Field Trip. A field trip shall be defined as any educational activity which requires students and faculty members to leave the campus. The College shall make every effort to supply transportation for all field trips.

0115.2 If the College requests in writing that the faculty member use their own transportation and the faculty member agrees, they shall be reimbursed at the rate stipulated in 0115.

0115.3 If the faculty member prefers to use their own car rather than the College vehicle, they shall do so and their reimbursement shall be at the rate stipulated in 0115.

0115.4 In any event, the College shall provide travel-accident liability insurance of at least \$100,000.00 whenever the faculty member is required to drive on such college business.

0115.5 Mileage shall be paid at the rate stipulated in 0115 when the faculty member's assignment necessitates travel.

0115.6 Faculty members who teach off campus shall have their College-related hours reduced by travel time.

0116 Attendance at College Functions.

- 0116.1** As part of their professional responsibilities, professional faculty are expected to attend graduation.
- 0116.2** Faculty members attending those functions for which academic attire is required shall have said attire furnished and paid for by the College.

0117 Faculty Schedules and Other Assignments.

- 0117.1** The appropriate Dean shall involve the faculty members in the formulation of policies and procedures concerning course offerings and assignment of duties through open and frank discussions. It shall be the responsibility of the appropriate Dean to establish the general parameters of the master schedule based upon student and College needs. Faculty members shall then develop individual schedules in accordance with adopted written divisional and area procedures. Individual schedules shall be subject to the final approval of the appropriate Dean.
- 0117.2** Administrative officers of the College who wish to teach may do so by and in coordination with the division involved. In no event shall such teaching exceed six (6) contact hours per registration period.
- 0117.3** Full-time faculty members assigned duties in more than one area shall have full voting rights in all areas in which they serve.
- 0117.4** **Alternative Assignments.** Faculty members may be assigned to perform duties or provide services to the College in areas different from their primary employment responsibilities. When it is in the best interest of the College to retain the services of a faculty member for such an alternative assignment, compensation shall be at the appropriate overload rate or in the form of a reduced load. It is the intent of the College to maximize each faculty member's primary assignment. Reduced loads shall only be awarded after all other avenues of accomplishing the desired objectives have been explored. All alternative assignments shall be in accord with the provisions of Section 0111.4 of this Agreement. A copy of the faculty member's Alternative Assignment shall be forwarded to the Associate Vice President of Human Resources and the President of the WCCEA.

0118 Curriculum Committee.

- 0118.1** The Curriculum Committee shall be a standing committee. Membership of the Committee shall be as follows: five (5) faculty members, at least one (1) per academic division appointed by the WCCEA; four (4) instructional administrators appointed by the President; and the Vice President for Instruction, ex-officio. The function of the Committee shall be to review curriculum standards, course and program proposals, and to participate in college planning processes for long- and short-term curriculum directions. The Curriculum Committee shall be advisory to the President or the President's designee on all College curriculum matters.

- 0118.2** The Curriculum Committee shall be a permanent standing committee and shall function for the duration of this Agreement. The Committee shall meet on a regular basis (at least four times each semester) and develop its own procedures.
- 0118.3** This Committee shall hold an organizational meeting within thirty (30) days after ratification of this Agreement.
- 0118.4** Faculty members of the Curriculum Committee will receive three (3) hours of alternative assignment time for each Fall and Winter term. The chair of the curriculum committee will receive three (3) additional hours (total of 6) for their leadership responsibilities in each Fall and Winter term.
- 0119 Communications Devices.** The presence of any communications device during the meeting of a class shall be subject to the instructor's permission.
- 0120 Public Sector.** The activities of any member of the bargaining unit while in the public sector shall not affect in any way their employment with the College even where such activities may involve the citizen's right to criticize the operation of the College.
- 0121 Department Chairs.** In the event that the administration determines that a department chair is necessary for coordination of any program or subject area, department chairs are to be elected from the instructional staff assigned to the area. Prior to the election of department chairs, the appropriate Dean will review with the department the duties and the evaluation methods related to those duties for the department chair. Such duties and the evaluation methods will be developed based upon the department chair evaluation forms available from the Vice President of Instruction. Feedback from members of the department is a required part of the evaluation methodology. Although recommendations for changes to the department chair evaluation forms can be made at any time, open and frank discussions between the Dean and the department specifically related to the content of those forms should generate substantive recommendations for change. After the Dean meets with the department, the department will elect its chair from eligible candidates. Subsequent to the approval of the department chairs by the Board and prior to the new department chairs assuming duties, normally done on July 1 of each year, each new department chair will meet with the appropriate Dean to further refine their mutual understanding of the duties and the evaluation methods related to those duties for the department chair. Deans, with input from the members of the department, will evaluate department chairs at least once each Fall and Winter semester. The results of each evaluation will be presented to and discussed with the each department chair no later than the twelfth week of the semester. Department chairs will be rated as:
- Professionally capable (3 points)
 - Acceptable, but needs improvement (2 points)
 - Improving (1 point)
 - Unacceptable (0 points)

Department chairs who fail to accumulate four (4) or more points in an academic year may be prohibited from standing election for a period not to exceed two (2) academic years. Negative evaluations as Department Chairs will not be considered under the PDE review process.

Department chairs are responsible for representing their faculty on all curricular and instructional matters pertinent to the department. Department chairs report to a division dean as specified by the Vice President for Instruction.

If vacancies occur in authorized department chair positions which faculty choose not to fill, the administration can choose to combine two or more departments and pool the department chair compensation specified in this agreement for those departments as compensation for the chair. Similarly, the administration can appoint adjunct faculty or others with appropriate credentials to fill vacant department chair positions, if full-time faculty from the area are not available to fill opening.

0121.1 Subject to Board of Trustees approval of individual department chair appointments, Department Chairs shall have their base work load (160 reporting days per academic year) adjusted as follows:

- A. Three (3) contact hours per week released time (which shall be posted) if the number of student contact hours taught by the department the previous fall semester was less than 2,000 hours .
- B. Six (6) contact hours per week released time (which shall be posted) if:
 - 1. The number of student contact hours taught by the department the previous fall semester was between 899 and 2000 hours and responsible for two (2) or more laboratory facilities or clinical coordination of students, or
 - 2. The number of student contact hours taught by the department the previous fall semester was between 1999 and 6000 hours.
- C. Nine (9) contact hours per week released time (which shall be posted) if:
 - 1. The number of student contact hours taught by the department the previous fall semester was between 3,599 and 6000 hours and responsible for two (2) or more laboratory facilities or clinical coordination of students, or
- D. Twelve (12) contact hour per week released time (which shall be posted) if the number of student contact hours taught by the department the previous fall semester was 6000 hours or more.

0121.2 Subject to Board of Trustees approval of individual department chair appointments, extra compensation will be paid for department chair coordination as follows:

- A. \$2400 for three (3) hours of released time per week.
- B. \$3000 for six (6) hours of released time per week.
- C. \$3500 for nine (9) hours of released time per week.
- D. \$4000 for twelve hours (12) of released time per week.

0121.3 Department Chairs may exercise the following compensation and load options under the stipulations outlined below.

- a. The department chair has elected not to work overload.
- b. The department chair has elected to increase the load reduction by not more than one (1) contact hour per week with a proportionate reduction in compensation.

A one (1) hour increase in load reduction per week shall reduce the compensation stipends by the amounts indicated below.

Faculty Below Step 30
 .015 X Annual Base Salary

Faculty at Step 30
 .015 X Annual Base Salary of Step 29

- 0121.4** Student Services Convener. In the event the administration determines that a faculty convener is necessary, one (1) faculty convener shall be elected from and by Student Services faculty to represent the faculty in the student services areas. Meeting times may be scheduled during the five (5) hours of assigned meeting time and the College shall provide a meeting place. There shall be no duties assigned to this representative other than faculty representation and convener, and there shall be no extra compensation. The convener shall schedule thirty-four (34) hours per week in assigned duties, and six (6) hours per week for College meetings.
- 0122 Program/Discipline Advisory Committee.** One (1) faculty member may be assigned to each occupational program/discipline advisory committee as approved by the Vice President of Instruction. The faculty member will be compensated at \$500.00 per College year for these services. Duties associated with advisory committees will be assigned by the appropriate area Dean. The faculty member will file a report with the area Dean and the Vice President of Instruction by June 1. Remuneration for committee assignments will be made no later than June 30 of the fiscal year in which the service was provided. This provision encourages other faculty to serve voluntarily on occupational advisory committees; however only one (1) faculty member will receive remuneration. Program or discipline advisory committees shall meet a minimum of four (4) times a year.
- 0123 Academic Advising:** Professional Counselors, Student Services staff and Professional Instructors will collaborate to verify that Student Services' information on a department's classes and programs is accurate and current.
 - 123.1** Academic Advising: Occupational Education Faculty. Each student electing an occupational program leading to an Associate Degree or an Occupational Certificate will be assigned to a professional faculty member qualified in the student's elected course of study, for the purpose of advising. The professional faculty member will tailor a program to fit each student's needs based on the student's work experience, interests, ambitions, qualifications, and ability.
 - 123.2** Academic Advising: General Education Faculty. General Education professional faculty members will use their expertise to assist all students who have expressed an interest in their disciplines with information on course selection, course transferability, and career plans.

0124 Sponsorship of Student Activities. Faculty assignments covering student non-classroom activities which are originated by the College will be reimbursed from a fund of \$18,000 for each year of this agreement to be authorized by the Contract Implementation Committee. Departments may submit proposals for these funds for individual faculty (no more than \$2,000 per individual instructor) by March 1 (for the upcoming academic year) and that department will be notified of approval by the following May 1. The department is required to submit a short report describing the non-classroom activity and how it benefits students in their program.

0125 Non-Discrimination. The Board shall not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or non-membership in, or lawful activities on behalf of the Association. The Board shall not discriminate in respect to any terms or conditions of employment of any employee covered by this Agreement because of membership in, or lawful activity on the behalf of the Association, nor will it discourage or attempt to discourage membership in the Association. The Board and the Association further agree that there shall be no discrimination with respect to training, assignment, promotion, transfer, discipline, or in the application or administration of this Agreement on the basis of race, color, religion, national origin, sex, age, marital status, disability, height, weight, or veteran status.

0200 PERSONNEL POLICIES AND PROCEDURES

0201 Personnel File: Access.

0201.1 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 official file of personnel matters will be maintained by the College.

0201.2 Nothing will be placed in a faculty member's official personnel file unless they have had an opportunity to examine it and has been offered an opportunity to submit a written response.

0201.3 Each faculty member may review the contents of their 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 them 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, they will appoint someone to act in their behalf.

0201.4 Recommendation for Employment and Contracts. Upon recommendation for employment by the President, and subsequent approval of the Board of Trustees, a probationary contract shall be issued to the faculty member. Such contract shall contain:

1. Effective date of employment
2. Title
3. Number of reporting days for employment within the academic year
4. Salary or wage

5. Division and Area of assignment
6. Primary Assignment
7. Any specific duties they will be responsible for in addition to their primary assignment; and
8. A clause indicating the contract is subject to all terms and conditions of the Master Agreement

0201.5 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 their claim to academic preparation.
3. Documents supporting their claim to professional training.
4. Letters or records supporting their 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 their professional performance.
8. All documents relating to final resignation or discharge.
9. All Records and transcripts supporting the faculty member's claim to continued professional 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 their file.
12. Faculty load Assignment Report as prepared by the faculty member and approved by their Dean.

0202 New Appointees.

0202.1 Newly appointed professional faculty members will be on probation for five (5) base load semesters. Newly appointed classified faculty members will be on probation for two (2) calendar years. The contractual probationary period for professional counselors, professional librarians, and professional service personnel shall be seven (7) base load semesters, including Fall, Winter, and Spring/Summer as base load semesters. The probationary faculty member will, at a minimum, have an annual written performance review. In the event of an unsatisfactory report, the probationary faculty member shall be entitled to another written performance review at the end of the next fifteen (15) week term. In the event the administration determines that an additional fifteen (15) week semester of probation is necessary in order to make a final decision regarding continuing contract status, it may do so at its discretion.

A new teaching faculty member who has not earned the appropriate degree or the equivalent in their area of expertise may receive up to five (5) base load semesters additional probationary time in which to receive the appropriate credential(s). The five (5) base load semester contractual probation period as stipulated above shall begin the semester following the member's receipt of the degree, certificate, or other credentials. The degree, certificate, or other credentials expected would be the same that the College Administration specifies as the standard required of faculty to receive "continuing

contract" in the given teaching area. Any new faculty member hired under this special probation provision shall, prior to being recommended to the Board for employment, submit to the Vice President of Instruction an acceptable plan specifying the credentials to be obtained and the timeline for obtaining them.

A new teaching faculty member who does not have the requisite two-years teaching experience may be given up to five (5) base load semesters additional probation time to achieve this requirement. The five (5) base load semester contractual probation period shall begin the semester following the member's completion of the two-year requirement.

If approved by the Vice President of Instruction, a new faculty member may combine the extended probationary periods, for a total of ten (10) base load semesters, to meet both the credentialing and teaching experience requisites. The five (5) base load semester contractual probation period shall not commence until both the requisite credentials and teaching experience are obtained.

Similar provisions may be applied to nonteaching faculty with proportionate extensions of the probationary period.

0202.2 No probationary faculty member shall be terminated without at least two written unsatisfactory performance reviews by their immediate supervisor.

At the time of notification of termination upon request, the Administration agrees to furnish the Association with a copy of all performance reviews.

0202.3 If retained at the end of the probationary period, the member will be granted a continuing contract.

0202.4 No probationary faculty member may use the grievance procedure in any way to appeal discharge or a decision by the Board not to renew their contract provided the following procedure is implemented:

- A. Written notice of discharge at least fourteen (14) days prior to release.
- B. Written performance evaluations must be presented to the probationary faculty member and the Association.
- C. The probationary faculty member shall have the right to present their case in a hearing before the President with Association representation if the probationary faculty member so desires.

0203 Continuing Contracts. On successful completion of a probationary period, all faculty members shall be given continuing contracts. These continuing contracts shall be issued annually on or before February 15. It is the responsibility of each faculty member to return their signed contract to the Office of Human Resource Management by March 15.

0204 Termination. Faculty members on continuing contracts may be terminated for just cause only and all Board rules, regulations and evaluation of performance must be applied in a manner which is not

arbitrary, capricious, or without basis in fact. In the event of termination of a faculty member on a continuing contract, the Board shall, at time of termination, give to the faculty member and to the President of the Association a list of the charges and the reasons for such termination. The faculty member shall have adequate time, up to forty-eight (48) hours, to arrange counsel with the Association. In the event of termination of any faculty member on continuing contract, the Association may submit the issue directly to binding arbitration.

0205 Progressive Discipline.

0205.1 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.

0205.2 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.

0205.3 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 their representative as soon as possible.

0206 Evaluation of Performance.

0206.1 Prior to formal administrative evaluation of a faculty member's performance, the faculty member and the Association shall be notified in writing of the proposed evaluation. Formal evaluation shall have as its primary purpose, the improvement of the faculty member's performance. In the event members of the bargaining unit are formally evaluated, the appropriate administrative official shall consult with members of the bargaining unit in the appropriate area concerning criteria, methodology, and frequency to be employed in the evaluation. After this consultation the administration-determined criteria, methodology, and frequency for evaluation shall be distributed to each faculty member in the appropriate area at least thirty (30) calendar days prior to its use in any formal evaluation. The Association recognizes the importance of faculty members keeping current in their field of expertise and in taking on committee work at the College. It agrees, therefore, that these shall be elements of evaluation under the provisions of Article 0206, Evaluation of Performance, of this Agreement.

0206.2 Any formal evaluation of classroom performance or student-related professional responsibility shall be with the full knowledge of the faculty member and all written data concerning such evaluation shall be made known to the faculty member.

0206.3 Faculty members and the Association shall have access to all files and records concerning faculty member's performance, including those kept by the faculty member's immediate supervisor.

0206.4 Any faculty member assigned to duties outside of their primary responsibility shall not have their performance of such duties used in any evaluation for continuing employment.

No faculty member shall be required to perform any duties which are unsafe or demeaning to their professional status.

0206.5 The Association agrees that faculty evaluation is necessary to ensure quality instruction and student service. The Association agrees to cooperate fully with the administration in the planning and implementation of a faculty evaluation scheme during the life of this Agreement.

0207 Seniority Date

0207.1 Seniority date shall be the first day of employment at the College as a full-time faculty member of the bargaining unit.

0207.2 Any individual hired to teach full-time as per Section 0107.5, New and Experimental Program/Projects, Section 0107.6, Programs Funded Outside College Funds, or Section 0107.7, Full-time Adjunct Faculty Member, who is subsequently offered contiguous (Fall or Winter semesters) full-time faculty status have all full-time College service apply to seniority.

0250 DIVISION PROCEDURES.

0251 Participation. The Dean of each faculty division shall involve the faculty members in formulating policies and procedures in open and frank discussions concerning, but not limited to, such areas as course offerings, curriculum matters, budget matters, personnel, assignment of duties and on-going evaluation of goals and objectives.

0252 Specific Involvement.

0252.1 Specifically included in area discussions shall be the determination of course offerings, teaching assignments (including off-campus and summer sessions), and the extent and effectiveness of area faculty participation in the request for, recruitment of, and utilization of new faculty members. In addition, the annual non-credit course plan will be disseminated prior to publication to the instructional areas. Additional non-credit offerings shall be disseminated to appropriate areas as they are developed.

0252.2 The area faculty members shall collectively review their area's effectiveness in teaching, research, writing, creativity, and other professional activities.

The review shall be advisory in nature.

0253 Meetings.

0253.1 It is agreed that no classes will be scheduled for faculty members on Thursdays between 3:30 p.m. and 5:30 p.m., except during Spring and Summer sessions, during which necessary lab classes only may be scheduled between 3:30 p.m. and 5:30 p.m. It is agreed that the 4:30 p.m. to 5:30 p.m. period on the first Thursday of each month which

is a faculty reporting day on the College Calendar will be set aside for Association meetings.

It is further agreed that the faculty members will be required to attend scheduled divisional meetings, faculty meetings, or other College functions on other reporting days. During Spring and Summer sessions, any faculty member scheduled for a lab class will not lose wages or benefits for attendance at a scheduled College meeting.

WCCEA Board Members will be permitted to attend WCCEA Board Meetings, scheduled on the fourth Thursday of every month, even if such meeting times conflict with meetings scheduled by College administrators or department chairs, at which their attendance would normally be required. In the event of such a time conflict, the Board Member must give prior notice to their immediate supervisor (area dean, or in the dean's absence, the Vice President for Instruction) that they are attending a regularly scheduled WCCEA meeting and will be unable to attend the alternative meeting.

- 0253.2** Emergency meetings may be called only under procedures established by the division members. This time shall be counted in the twenty-five (25) scheduled hours and not in the additional fifteen (15) preparation and/or work-related hours.

0300 APPOINTMENTS, PROMOTIONS AND RELATED MATTERS

0301 Vacancies.

0301.1 Notice of any vacancy in a professional position (administrative or teaching) at the College shall be circulated to the President of the Association and to divisions, and shall be posted on Association bulletin boards at least ten (10) days prior to its distribution elsewhere during the time the College is in session. When the College is not in session, a copy will be provided to the Association President.

0301.2 Any member of the faculty shall have the right to apply for any position that becomes vacant or new position which is offered.

0301.3 All members of the bargaining unit who are applicants for such openings shall be notified of the disposition of their application prior to the publication of the name of the successful applicant.

0302 Temporary Reassignment. No faculty member shall be assigned duties outside of their area or to duties markedly different from those duties they were originally employed to perform, except as such assignment is necessary to provide a full schedule. In the event a reassignment is made and the faculty member objects to such reassignment, they shall perform such assignment subject to the final step of the grievance procedure.

0303 Permanent Promotions. Any member of the bargaining unit who transfers out of the bargaining unit into an administrative position, and who then returns to a position within the bargaining unit within a period of one (1) year shall be considered in terms of seniority and all other rights and benefits due them under this Agreement to have continued in the bargaining unit during the time they held the administrative position. Members of the bargaining unit who return after more than one (1)

year's administrative service shall accrue one (1) year's seniority for the entire period of administrative service.

- 0304 Transfer to Bargaining Unit.** Any employee who was not previously a member of the bargaining unit who changes to a position within the bargaining unit shall receive seniority credit for years already spent in service to the College as applies to salary and benefits only.
- 0305 Assignment Stability.** Any faculty member or group of faculty members in the present collective negotiation unit whose classification is changed during the life of this Agreement, will remain in this unit for the duration of the Agreement, except as promotions may occur to those classifications which are excluded by this contract. There shall be no group promotions by reclassification. In any event, the reclassification of any position shall occur only after agreement of the Board and the Association.
- 0306 New Personnel Positions.** When new programs are created that generate personnel, the Board agrees that it will negotiate with the Association on the basis of this Agreement to include or exclude such positions from the bargaining unit. In the event of failure to agree, either party may invoke binding arbitration.
- 0307 Overall Staff Reduction.** Staff reduction procedures may be implemented if there is a progressive decrease in the number of fiscal year equated students enrolled in the College, or financial conditions, or program modifications. If the situation that caused the reduction improves, staff reduction shall not take place. Notification of reduction shall be given on November 1 for reduction to take place the subsequent Fall Semester, and/or March 1 for reductions to take place the subsequent Winter Semester, and/or 185 calendar days after date of notice.
- 0308 Order of Reassignment.** Layoff of faculty members shall occur in the following order; provided that the faculty member is qualified to perform the work available:
- (1) Part-time faculty members
 - (2) Full-time adjunct faculty members
 - (3) Probationary faculty members
 - (4) Continuing contract faculty members in order of their seniority
- 0309 Reappointment.** Available positions will begin with those faculty whose contracts were canceled last and run in reverse order through the list of those whose contracts were canceled first provided those faculty meet minimal requirements including necessary licensing and state certification requirements where applicable.
- 0310 Notification of Reappointment.** Faculty members whose contracts have been canceled shall be offered a letter of intent at least ninety (90) days prior to the date of reappointment. This shall be done by registered mail at the faculty member's official place of residence. The faculty member shall accept or reject the position within thirty (30) days. A faculty member shall do so by registered mail to the College. If they accept the position, they shall receive a written contract immediately upon acceptance.
- 0311 Alleviation of Overstaffing.** When there is no general decline in student population nor a decrease in revenue, but there is a program modification, course deletion, continued low enrollment in a

program course, or decrease in enrollment affecting a particular area or course of study, the Board, upon recommendation of the President, may cause the necessary number of full-time professional instructors, beginning with those on probation, to be laid off. The faculty member subject to layoff shall be permitted to exercise their college-wide seniority if they are qualified to teach or work in another area or discipline, provided that the right to exercise seniority is limited to the member's contractual classification, i.e., Professional Instructor, Professional Counselor, Professional Services Personnel, Professional Librarian, or Classified Faculty.

0311.1 The faculty member subject to reduction may apply for re-training by declaring their intent, which must include a plan of study (see 0312).

0311.2 The faculty member shall be notified by November 1 for action on items specified above to take place the subsequent Fall semester and/or March 1 for action to take place in the subsequent Winter semester.

0311.3 In the event that neither transfer by exercising College-wide seniority or retraining is accepted by the faculty member, they will be subject to layoff.

0311.4 When circumstances shall be appropriate, each faculty member laid off shall be reinstated in inverse order of their placement on layoff. No new appointments shall be made while there are available faculty laid off who are adequately qualified to fill the vacancies unless such faculty shall fail to advise the College President of their acceptance of employment within fifteen (15) working days from the date of notification by the College President of positions available. Such notification from the College President shall be by mail and shall be sent to the official address of the laid off faculty member as filed with the Washtenaw Community College Office of Human Resource Management.

0312 Full-Time Faculty Retraining. When there is no general decline in student population nor a decrease in revenue, but where there is staff reduction because of program modification, course deletion, or decrease in enrollment affecting a particular area or course of study, the faculty affected shall have the right to retrain according to the conditions described below.

0312.1 The faculty member subject to staff reduction shall be promptly notified of such, and they shall indicate within thirty (30) days in writing their intent to retrain. Such declaration of intent shall be accompanied by a plan of study subject to the approval of the Board upon recommendation by the President.

0312.2 The period of time granted to retrain shall not exceed two semesters.

0312.3 The Board agrees to accept retrained teachers to fill positions for which they have become qualified and such re-employment shall not result in loss of salary or College seniority.

0312.4 Should the position previously held by a retrained teacher become available again they shall have the right to it with no loss of College or area seniority.

- 0312.5** Faculty members applying for a retraining leave shall receive first priority under the Sabbatical Leave provision. A faculty member who has achieved continuing contract status shall have waived all limitations stated in 0809.2.
- 0313 Continuation of Benefits.**
- 0313.1** Faculty members who are laid off shall have benefits paid for a period of time. Faculty members with less than three (3) years of service with the College shall have benefits continued for a period of one (1) month.
- 0313.2** Faculty members with three (3) or more years of service with the College shall have fringe benefits continued for a period of three (3) months.
- 0314 Recall Eligibility.** Faculty members with less than three (3) years of service with the College shall remain on layoff status for a period of one (1) year from the date of layoff. Faculty members with three (3) years or more of service with the College shall remain on layoff status for a period of two (2) years from the date of layoff.
- 0315 Promotions and Transfers:** A classified faculty member promoted to a professional position within the bargaining unit shall serve a trial period equivalent to one (1) academic year. A professional faculty member who transfers to a professional position within the bargaining unit which has a new primary assignment shall serve a trial period equivalent to one (1) academic year. Should the promoted or transferred faculty member not be recommended for continuation in the new position they shall return to the previous held position within the trial period.
- 0400 FACULTY PROTECTION AND ASSISTANCE.**
- 0401 College Bookstore.** Supplies and equipment in the Bookstore will be provided to faculty at the discount rate granted by the operator, as evidenced by correspondence from the operator dated April 12, 2002.
- 0402 Reimbursement for Emergency Job-Related Medical Costs.** Each faculty member shall be covered by the applicable Worker's Compensation laws. The Board further agrees that a faculty member being eligible for Worker's Compensation will receive an amount to be paid by the Board sufficient to make up the difference between the faculty member's Worker's Compensation payment and their net base weekly salary, based upon forty (40) hours for a period up to eighteen (18) months. At the expiration of the eighteen (18) month period, the Board, on a case-by-case basis, will review the ability of the faculty member to return to work. In any event, there shall be no requirement to continue the employment of the faculty member beyond the eighteen (18) month period.
- 0403 Reimbursement for Loss or Damage.** The Board shall reimburse faculty members for costs and/or loss, damage, or destruction of clothing or personal property of the faculty member while on duty in any campus building, on campus premises, or on an institutional-sponsored activity. Personal property must be logged with the Business Office and be required for College activities. Loss will be limited to \$220.00. Clothing loss, damage, and destruction will be subject to \$10.00 deductible; maximum loss is \$220.00. Such losses must not be due to negligence of the faculty member.

- 0404 Dependent Tuition Grants.** Dependents of faculty members (including husband, wife, children, and legally adopted children) shall be granted entrance for credit to any WCC classes for which they meet entrance requirements and a full tuition grant shall be awarded.
- 0405 Faculty Tuition Grants.** Faculty members will be granted entrance, credit and provided a full grant for any WCC class they desire so long as there is no conflict with their own assignment.
- 0406 Office Space and Secretarial Service.** The Board shall make every effort to provide office space and necessary supplies and equipment for each faculty member.
- 0406.1** Professional faculty members will be provided office space.
- 0406.2** Classified faculty members will be provided appropriate office space as necessary.
- 0406.3** Faculty members will be provided secretarial services on an equitable basis. Such services shall include College-related typing and duplicating services and other normal office duties.
- 0406.4** Professional faculty members of a division, along with their secretary, shall be centrally located in the same office area if possible within space available.
- 0407 Classrooms and Equipment.** The Board shall provide classrooms and laboratory space, supplies, equipment, and maintenance thereof for each faculty member.
- 0408 Legal Counsel and Defense Against Suit.** The Board shall provide legal counsel for any faculty member at no cost to the faculty member for any job-connected situation wherein the faculty member shall require legal counsel. In the event any civil or criminal action is brought against any faculty member in conjunction with his assigned responsibilities to the Board, the Board shall provide counsel and such other assistance, as appointed by the Board, as may be required in the faculty member's defense.
- 0409 Faculty Parking.** The Board shall provide adequate lighted off-street parking facilities in close proximity to the buildings.
- 0410 Assault or Injury.**
- 0410.1** When absence arises out of, or from assault or injury related to a faculty member's performance of duty, the faculty member shall not forfeit any sick leave or personal leave.
- 0410.2** Reporting Assault or Injury. Faculty members shall immediately report cases of assault or injury suffered by them in connection with their employment to the Office of Campus Safety and Security and to their Dean. Such notification shall be immediately forwarded by the Office of Campus Safety and Security to the Associate Vice President of Human Resources, who shall comply with any reasonable request from the faculty for information in the possession of the administration relating to the incident or the persons

involved, and shall act in appropriate ways as liaison between the faculty member, the police, and the courts.

0411 Health Services.

0411.1 Physical Examinations. Examinations required by law or the Board shall be paid for by the Board. Selection of the physician to make such an examination shall be made by the Board.

0411.2 Preventive Services.

- A. The Board shall arrange to have TB examinations provided free of charge annually to all faculty members.
- B. The Board shall arrange to provide free flu shots annually to all members of the faculty.
- C. Once during the life of the Agreement the Board will reimburse up to \$160.00 per faculty member toward physical examinations performed by licensed practicing physicians chosen by the faculty member.

0412 Message Center. Each faculty office area will provide a message center service from 8:00 a.m. to 5:00 p.m. daily. After 5:00 p.m. emergency messages will be forwarded through the Office of Campus Safety and Security.

0413 Faculty Lounge. The Board shall provide a faculty lounge. Such lounge shall be furnished in an adequate fashion.

0501 Flexible Benefits Plan. The insurances and benefits listed below (0501.1 Life Insurance; 0501.3 Hospitalization, Surgical, Medical, and Master Medical Insurance; 0501.4 Long Term Disability Insurance; 0501.2 Dental Insurance; and 0503 Employee Reimbursement.) shall be incorporated in the flexible benefits plan menu outlined below.

0501.1 Group Life Insurance Coverage Options

Option Plan Description

- I. The Board of Trustees will provide life insurance for each faculty member of value twice their current annual contract salary. A faculty member shall have the right to buy additional life insurance, equal to their base annual contract salary in accord with the carrier's policy. the cost of such insurance to the faculty member shall be the same as the cost to the College. At age 70 the value of the life insurance will be reduced as provided by the terms of the carrier's policy.
- II. Option Up life insurance to 3x or 4x base salary coverage for term life insurance coverage at no cost to the College.

- III. Option to purchase dependent term life insurance in accordance with the underwriter's policy. Said insurance shall be at no cost to the College.

0501.2 Dental Insurance Coverage Options

Option Plan Description

- I. The Board shall provide Blue Cross/Blue Shield of Michigan dental insurance with 80% Preventative /80% Major /80% Basic /80% Orthodontia coverage and with an annual maximum of \$1,500 and a lifetime maximum – orthodontic of \$2,000 for all members of the bargaining unit and their eligible dependents.
- II. Faculty members who option out of coverage are entitled to an annual \$150 rebate refunded in equal payments through regular bi-weekly payroll.

0501.3 Medical Insurance Coverage Options

Option Plan Description

- I. Hospitalization, Surgical, Medical, and Master Medical Insurance. The College provides these coverages for each faculty member and members of their immediate family in accordance with the Blue Cross/Blue Shield PSG Plan plus Vision Rider.

Plan recipients shall be required to pay an annual \$100 deductible for individuals or an annual \$200 deductible for full family coverage under the master medical plan. Co-payment shall be 80/20 under the master medical plan. Second opinions shall be required on all surgical procedures in accord with the carrier's requirements. The faculty member shall be responsible for an annual co-premium contribution of \$480. Payments shall be made through bi-weekly payroll deduction.

- II. Blue Cross/Blue Shield PSG Plan Option I, without vision rider, with a deductible of \$250 faculty member/\$500 family. Faculty member entitled to an annual \$300 rebate refunded in equal payments through regular bi-weekly payroll.
- III. Blue Cross/Blue Shield of Michigan Community Blue PPO Insurance with vision rider, unlimited preventive care, and mental health care treatment with 0% co-pay. The faculty member shall be responsible for a \$10 co-pay for generic/\$20 co-pay for brand name drugs, \$10 co-pay for office visits, \$50 co-pay for emergency room care, and \$10 co-pay for urgent care. In addition, the faculty member shall be responsible for an annual co-premium contribution of \$150. Payments shall be made through bi-weekly payroll deduction.
- IV. Blue Cross/Blue Shield of Michigan Community Blue PPO Insurance Option A, without vision rider, with a deductible of \$250. faculty member/\$500 family. Faculty member is responsible for the same co-payments as noted in III with coverage of 80% after deductibles. Faculty member entitled to an annual \$300 rebate refunded in equal payments through regular bi-weekly payroll deduction.

- V. M-Care HMO Insurance. The faculty member shall be responsible for a \$5 co-pay for generic/\$10 co-pay for brand name drugs, \$5 co-pay for office visits, \$25 co-pay for emergency room care, and \$10 co-pay for urgent care. In addition, the faculty member shall be responsible for an annual co-premium contribution of \$150. Payments shall be made through bi-weekly payroll deduction.
- VI. Care Choices HMO Insurance. The faculty member shall be responsible for a \$10 co-pay for generic/\$20 co-pay for brand name drugs, \$10 co-pay for office visits, \$25 co-pay for emergency room care, and \$10 co-pay for urgent care. In addition, the faculty member shall be responsible for an annual co-premium contribution of \$150. Payments shall be made through bi-weekly payroll deduction.
- VII. Option Out of Coverage provided that proof of coverage provided by spouse or some other means. Faculty members who option out of coverage are entitled to an annual \$1500 rebate refunded in equal payments through bi-weekly payroll.

0501.4 Disability Insurance Coverage Options

Option Plan Description

- I. The Board shall provide each faculty member with long term disability insurance (L.T.D.) in accordance with the insurance underwriter's policy in the amount of 66 2/3% (benefit percentage) of basic monthly earnings not to exceed the maximum monthly benefit, less other income benefits. The maximum monthly benefit shall be \$5,000.00. The minimum monthly benefit shall be the greater of \$50.00 or 10% of the monthly benefit before deductions for other income benefits.

The elimination period for faculty members shall be 180 days. All sick leave benefits shall end when long term disability benefits are applicable to the faculty member.

0502 EMPLOYEE REIMBURSEMENT OPTIONS

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

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

0503 Prepaid Legal Insurance. Option to purchase prepaid legal insurance equivalent to either Regular M.E.A.L.S. or Super M.E.A.L.S. II in accordance with the underwriter's policy. Said insurance shall be at no cost to the College.

0504 Liability Insurance. The College will provide each faculty member with liability insurance coverage of \$500,000.

0505 Travel Accident Insurance. The Board provides travel accident coverage for each faculty member while traveling on authorized College business away from campus. The beneficiary is the faculty member's family as designated and the coverage per faculty member is \$100,000.

0600 COMPENSATION.

0601 Salary Determination. All faculty members are to be appropriately placed within the salary structure of the institution as specified in Appendix "B-1" and Appendix "C" of this Agreement. Experience, education, and other qualifications shall be applied equally.

0602 Salary Payment.

0602.1 The salary of each faculty member shall be paid every other Friday.

0602.2 Professional faculty will be paid in twenty-six (26) bi-weekly payments. However, a professional faculty member whose base load is Fall and Winter semesters may elect to be paid in twenty-two (22) bi-weekly payments.

0602.3 Funds will be electronically deposited to the faculty member's account if requested.

0602.4 The first paycheck for a subsequent academic year will not be issued during a preceding academic year.

0603 Equal Compensation. The compensation structures as specified in Appendix "B-1" shall be applied equally and without prejudice. In no event shall the compensation level as equated to load be less for one registration period than for another.

0604 Compensation Due to Chargeable Leave. When the faculty member on leave is charged with leave because of their absence from duty, the faculty member fulfilling the teaching obligations shall be compensated at the voluntary overload rate as provided elsewhere in the contract (0108 Overload) if the College elects to cover the position.

0606 Association Security. All members of the bargaining unit shall join the WCCEA, MEA, NEA, or pay a fee conditioned as per law to the Association upon completion of one (1) year of their probationary period. Dues of fee conditioned as per law may be paid in full to the Association by cash or check before September 30.

During the life of this Agreement and in accordance with the terms of Authorization for Dues Check-Off hereafter set forth, members of the bargaining unit not paying in the manner specified above, shall pay dues or fee conditioned as per law by monthly payroll deduction. Payroll deduction shall begin with the last pay in September and continue for a total of ten (10) equal payments. Payroll deduction of dues or fee conditioned as per law shall not commence until bargaining unit members have executed an Authorization for Check-Off of Dues form.

The Association will provide the Board annually, and in a timely fashion, a list of bargaining unit members who have not fulfilled their dues or fee conditioned as per law payment obligation as of September 30. Further, upon completion of one (1) year probationary period, the Association will provide the Board with a copy of the member's fee conditioned as per law or membership form.

Any faculty member leaving the bargaining unit prior to the end of a contractual year shall be liable for full payment of all Association dues or fee conditioned as per law. Such sum still owing shall be deducted in total from the faculty member's final paycheck.

Dues or fee conditioned as per law payments for mid-year appointees shall be prorated as per WCCEA, MEA, and NEA bylaws. Such members of the bargaining unit shall have one month from the first anniversary of their date of employment to pay their prorated dues or fee conditioned as per law payment in full to the Association, by cash or check. For those mid-year appointees not so paying, dues or fee conditioned as per law payments shall be paid by monthly payroll deduction beginning with the second pay of the second month following the first anniversary of their date of employment. The Association will inform the Board, in a timely fashion, of any such bargaining unit member who does not fulfill their dues or fee conditioned as per law obligation within the stated time limit.

Faculty members who fail to meet the requirement of paying dues or fee conditioned as per law payments shall be discharged at the end of the semester in which the Board is notified by the Association of non-compliance.

The Association agrees to save and hold harmless the Board from all legal costs, salary payments, or other financial liability incurred as a result of application of this section.

0607 Remittance of Dues. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for professional dues or representation fee, the Board agrees promptly to remit said sums upon the direction of the Association.

0608 Requests for Deduction. Faculty members may, by executing the proper form as provided by the Board, have automatic payroll deductions for the following:

0608.1 The United Profession Dues, the Association, its State affiliation and national affiliation.

0608.2 Government Bonds.

0608.3 Credit Union.

0608.4 Annuities.

0608.5 Such others as shall be mutually agreed upon by the Association and the Board.

0609 Credit by Examination and Portfolio Review. A professional instructor who has been designated to administer course examinations or to review portfolios of students shall receive \$10.00 per credit hour for each student to whom an examination is administered or whose portfolio is reviewed.

0800 LEAVES AND VACATIONS.

0801 Sick Leave. Full-time faculty members are allowed to accumulate one (1) sick day per contracted month. The unused portion may accumulate without limit. Faculty members will be advanced these

days of credit upon the first reporting date of the Fall Semester. A bank of sick days equal to three (3) times the number of full-time contractual faculty members will be established by the Board for each year but non-accumulative from one year to the next, such bank to be established on the first reporting day of the Fall Semester, to be used for serious illness beyond the accumulated sick leave of an individual full-time faculty member. Sick days from the bank will be allocated at the discretion of a faculty committee appointed by the President of the Washtenaw Community College Education Association.

0802 Leaves of Absence for Personal Illness. Leaves of absence without pay or fringe benefits for personal illness or poor health may be granted in increments of semesters for one (1) year and may be extended from year to year by the Board. Full time faculty members will use all accumulated sick days and sick bank days to equal 180 calendar days prior to application for Long Term Disability Leave per article 0501.4. In order to continue any employment security, the employee must be on an approved Long Term Disability Leave according to the underwriter's regulations the 181st day of their disability.

For employees who have worked for the College at least 1250 hours over the prior 12 month period, the first twelve (12) weeks following the 90th day of leave will be counted toward the employee's entitlement under the Family and Medical Leave Act of 1993.

A Full Time faculty member with less than five (5) years of continuous service shall have their position held for a total of 180 calendar days beginning with the first day of illness.

A Full Time faculty member with five (5) or more years of continuous service may request up to 185 additional Personal Medical Leave days (without pay and benefits) and shall have their position held open for a period of a total of 365 calendar days beginning with the first day of illness.

Fifteen (15) days prior to the expiration of the Personal Medical Disability Leave and return to active status the employee will provide satisfactory evidence of fitness to perform from their physician. Should the employee not return to active status upon the expiration of their leave their employment with the College will terminate.

0803 Bereavement Leave. Faculty members will be granted five (5) days leave for bereavement in the event of a death of a member of the immediate family: husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, or relative living in the immediate household, for the purpose of attending the funeral or making necessary arrangements. In the event of the death of a close member of the extended family, this leave time may apply at the discretion of the Associate Vice President of Human Resources. Each such case shall be decided on the basis of that case and no previous decisions on similar cases shall set precedence.

0804 Personal Business Leave. Professional faculty members will be allowed up to four (4) days per contract year to conduct personal business or to respond to personal emergencies, but not to exceed two (2) consecutive days. Classified faculty members will be allowed up to five (5) days per fiscal year, but not to exceed two (2) consecutive days. In the event of need to use personal leave time for bereavement, the two (2) consecutive day limit will be waived.

Faculty members must apply to the Vice President for Instruction, for written approval of absence for personal business during the first three (3) days or last three (3) days of a semester, or for two

(2) days immediately preceding or following a holiday, or for use of personal business days contiguous to four (4) or more vacation or non-reporting days.

0805 Jury Duty. The faculty member shall be excused from work for jury service or if they are subpoenaed as a witness by anybody empowered by law to compel attendance by subpoena. The amount of the faculty member's contractual salary will be assured. The College will pay the faculty member's full contractual salary. The faculty member shall submit a check for compensation received for jury duty or for compensation received as a paid witness. Such leave shall not be deducted from sick leave or other leave. All benefits shall continue including overload pay.

0806 Leave for Public Service.

0806.1 A leave shall be granted to a faculty member who is elected or appointed to a political office which requires their absence from duty at the College for the term of office or period of appointment without pay or fringe benefits for a period up to two (2) years and may be renewed by the Board on a year-to-year basis, provided the faculty member notifies the Board sixty (60) days prior to the expiration date of such leave.

0806.2 A leave of absence shall be granted to a faculty member for not less than four (4) months and up to one (1) year provided the faculty member notifies the Board sixty (60) days in advance for the purpose of campaigning for political office, without pay or fringe benefits.

0807 Military Leave. A military leave of absence will be granted to any faculty member of the College in the event of induction or voluntary enlistment into the armed forces for extended active duty. No salary or collateral benefits will be allowed for extended leave. When a faculty member must take temporary military duty, but not extended duty, and this leave falls within a contracted period, the Board of Trustees shall compensate the faculty member for the difference between the contractual salary and military pay and allowances for the leave period. The College shall continue its normal contribution to insurance and other fringe benefits during the temporary period for military leave. Leaves accumulating in excess of ninety (90) calendar days are considered as extended military leaves. Credit shall be allowed on salary schedule for military leave up to a maximum of four (4) years.

0808 Special Training or Advanced Education Leave.

0808.1 Upon their written agreement, a faculty member may be given special training or education leave by the Board to prepare for special programs or curriculum projections of the institution which call for specialists not currently on staff. In such cases, the College shall meet all costs of such training or education including housing and transportation and will continue all faculty benefits to which the faculty member would be entitled were they serving on campus.

0808.2 Benefits. Benefits only will be provided for faculty members on approved advanced study leaves as provided for with other leaves in this Agreement. The value of the benefits shall be based on the face value of the current full-time contract held by the faculty member at the time the leave was approved. The benefits will be paid only up through the first year of the approved leave and the faculty member must agree to return

to the College for one full year after the leave is completed. If they do not return for the one full year, they will return to the College all sums contributed to their benefits during the leave period.

0809 Sabbatical Leave.

0809.1 Sabbatical leaves will be granted to eligible faculty, for one and two fifteen-week semesters and for short leaves of less than one semester for the purpose of resident study, travel, or other purposes designated to improve the service of the faculty member to the College. All sabbatical leaves require Board approval. For each year of the contract, six (6) full sabbatical leaves (90 weeks) shall be granted. These sabbaticals may be in periods of one 15-week semester at full pay or two 15-week semesters at half pay; these sabbaticals may also be granted for full pay in periods of less than one semester. For instructional faculty, sabbatical granted for a 15-week term shall begin on the first reporting day of the semester, including in-service reporting days. For non-instructional faculty, sabbaticals for a full 15-week term shall include eighty (80) consecutive reporting days.

0809.2 Sabbatical leave shall be granted upon completion of five (5) full-time uninterrupted years of service, comprised of work that is covered by, performed under, the Master Agreement (i.e., professional instruction, clinical instruction, etc.), and that is immediately preceding the sabbatical leave. Absence for professional improvement will not interrupt years of service. A leave granted under this provision for a period of one semester or more shall be a bar to any further leave hereunder until they are credited with at least five (5) years additional continuous service. Any faculty member who has completed five (5) full-time years of uninterrupted service as of the end of first academic week of a Fall or Winter Semester shall be eligible for sabbatical leave.

A faculty member may not take a sabbatical leave during an academic year in which they have agreed to serve as a Department Chair. The faculty member shall retain the right to choose between either serving as the Department Chair, if elected, or taking the sabbatical leave, if granted and approved. This is consistent with the practice of not dividing a single Department Chair assignment between faculty members over the course of an academic year, absent extenuating circumstances.

0809.3 The application for leave of a semester or longer shall contain a definite statement of the plan for resident study, travel, or other activities. The application for sabbatical leave will be filed with the Sabbatical Leave Committee through the College's Office of Human Resource Management on or before March 1st for leaves scheduled to start the next academic year. If leaves remain after the initial granting of sabbatical leaves in May, or additional leaves are made available after the beginning of the fiscal year, the Sabbatical Leave Committee will accept additional applications on or before October 1st for leaves to be granted beginning the second semester of the College year. These leaves may be granted for one 15-week semester at full pay or two 15-week semesters at half pay. The Sabbatical Leave Committee will inform the applicant of the status of their application not later than *sixty (60)* reporting days after the submission deadlines.

Eligible faculty members whose applications are not acted upon favorably will be required to re-submit their applications for future consideration.

Application for shorter (less than one semester) leaves shall contain a statement of the nature of the leave, dates and period of time covered, anticipated benefit to instructor and the College. The application for leave must be approved by the instructor's Dean before submission to the Sabbatical Leave Committee. Applications for leave may be made any time during the year.

- 0809.4** The Sabbatical Leave Committee will consist of five (5) members and the Associate Vice President of Human Resource Management who is ex officio. The five (5) members will be drawn as follows: Three (3) faculty members appointed by the Association and two (2) administrators appointed by the administration. Committee appointments will run for one and two years. Only one faculty member and one administrator will be appointed to a two-year term in any one year, and no one faculty member or administrator shall serve more than one one-year term and one two-year term consecutively, nor more than two one-year terms consecutively.
- 0809.5** It will be the responsibility of the Office of Human Resource Management to receive applications. The Sabbatical Leave Committee will consider all applications submitted by eligible faculty. The Committee will not be bound to consider applications not meeting the filing date. The merit of the applicant's proposal will solely govern the Committee's decision. Where the merit for two applicants is equal, the decision will be based on seniority.
- 0809.6** Eligible faculty will submit their applications for full sabbatical leaves not later than March 1 of each year for the following academic year. All sabbatical leaves of a semester or shorter shall be granted at full pay and benefits.
- 0809.7** Upon the expiration of leave granted pursuant to this section and upon presentation of evidence satisfactory to the Board showing full compliance with its terms and conditions, the faculty member shall be returned to full active status.
- 0809.8** Before any leave is granted under this section, the faculty member shall agree in writing that in the event that they fail to return to full and customary service at the expiration of such leave at the College for a period of at least one (1) year thereafter, they shall refund all sums of money paid them by the Board during said sabbatical leave.
- 0809.9** When a leave is granted under this section, the absence shall not be construed as a break in service for any purpose.
- 0809.10** Faculty members on sabbatical leaves are not eligible for overload contracts at Washtenaw Community College during the sabbatical leave period.
- 0810 Leave for Education.** Leave for work experience in education, business, industry, and/or government may be granted for a maximum of one (1) year. The leave may be extended for one (1) additional year upon the receipt of a written request from a faculty member and approval of the

Board. Requests for extension must be made sixty (60) days prior to the termination of the faculty member's current leave. Such leave shall be without pay or fringe benefits.

0811 Professional Improvement. Up to five (5) scheduled days in each academic year will be available for each faculty member to attend professional meetings. Each faculty member will be allowed \$300 per year for professional meetings. These funds may be accumulated during the life of the contract. These funds are not transferable.

0812 Leave for Birth of Child or Adoption. A leave of absence without pay shall be granted for up to one (1) year for birth of a child or for adoption. Application for the leave must be submitted, in writing, to the Office of Human Resource Management at least ninety (90) calendar days prior to the effective date of the leave. Such leave requests must be accompanied by a written statement from a physician attesting to the employee's ability to continue performing the full schedule of their duties and responsibilities.

0812.1 A faculty member on leave under this contract provision wishing to return to active status shall file a written request with the Office of Human Resource Management at least thirty (30) calendar days prior to the beginning of the semester or session that they wish to return to work.

0812.2 A faculty member on leave may use accumulated sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

0812.3 All fringe benefits under this Agreement to which the faculty member would have been entitled had they not been on unpaid leave will be continued during the leave period.

0813 Leave for Professional Organization Service. A leave to serve in a professional organization may be granted for a maximum of one (1) year. The leave may be extended for one (1) additional year by written request of the faculty member and approval of the Board. Requests for extension must be made sixty (60) days prior to the termination of the faculty member's current leave. Such leave shall be without pay or fringe benefits.

0814 Mutual Consent Leave. Mutual consent leave may be granted to a faculty member upon their request if it is mutually agreeable to the faculty member and the Board. Such leaves may be granted for not less than one semester nor more than two semesters. At the end of the leave period, the faculty member will be able to return to their her former position or similar position without prejudice. Such leave may or may not be without pay and fringe benefits.

0815 COBRA. For those unpaid leaves which do not provide for the continuation of benefits during the leave, the Board shall make provision for the faculty member to continue any or all such benefits at their own expense.

0816 Repayment Requirement. In the event any faculty member receives benefits at College expense while on unpaid leave and does not return to the College for duty at the end of such leave, they shall reimburse the College for such expenses. The Board may require a signed statement to such effect prior to granting of any such leave. This requirement may be waived at the Board's option.

0900 GRIEVANCE PROCEDURE.

0901 Grievance Definition. A grievance is defined as an alleged violation of an article or section of this Agreement or of any existing rule or regulation. All faculty members on continuing contract shall have the right to grieve any reprimand or disciplinary action or any performance evaluation that could result in loss of any professional advantage. Nothing contained herein will be construed as limiting the right of any 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.

0902 Grievance Procedure

0902.1 Oral

Within ten (10) teaching days of the time a grievance arises, the faculty member either directly or accompanied by their Association Representative will present the grievance to their immediate supervisor. Within five (5) teaching days after presentation of the grievance, the immediate supervisor shall give their answer orally to the faculty member or the Association representative if faculty member is not available.

0902.2 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 faculty member(s) involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provision of this Agreement alleged to be violated, shall state the contention of the 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 his answer in writing to the grievant and the Association Representative.

0902.3 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 their 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.

0903 Grievance Appearance and Representation.

- 0903.1** 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.
- 0903.2** The Board and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance and/or arbitration meeting.
- 0903.3** If the grievance arises from an action of authority higher than the immediate supervisor, the faculty member may present such grievance at Step Two of this procedure.
- 0903.4** 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.
- 0903.5** A faculty member may be represented at all stages of the grievance procedure by himself/herself, or at their option, by an Association Representative. If a 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.
- 0903.6** If, in the judgment of the Association, a grievance affects a group or class of faculty, 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.

0904 Grievance Time Limits.

- 0904.1** Time limits provided in the Agreement may be extended by mutual agreement when signed by the parties.
- 0904.2** 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 Step Two of this procedure. The President, or his designee, must answer in writing within the specified time limits provided.
- 0904.3** 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.
- 0904.4** Failure of the President, or their designee, to answer the grievance in writing within the time limits shall grant the Association the relief requested.

0905 Arbitration.

- 0905.1** Time Limit. Within forty-five (45) calendar days after receipt of the decision of the President or their designee, the Association or the Board, upon written notice to the

other, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association.

0905.2 Powers of the Arbitrator. It shall be the function of the Arbitrator and they shall be empowered except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the articles and sections of this Agreement and any existing rules or regulations.

- A. They shall not have power to add to, or subtract from, disregard, alter, or modify any of the terms of this Agreement.
- B. They shall not require either party to commit an act that is contrary to law.
- C. The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association.
- D. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the Arbitrator in this Agreement.
- E. The Arbitrator shall not have the power to award punitive damages.

0905.3 There shall be no appeal from the Arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Association, its members, the faculty member or members involved, and the Board. The Association, the Board, and its agents shall not encourage or cooperate with any of its members in any appeal of an arbitrator's decision to any court or labor board; nor shall the Association, the Board, its agents, or members attempt to bring about by any other means the settlement of any grievance; nor shall the Association, the Board, or its agents appeal any decision of any court or labor board to an Arbitrator under this procedure.

1000 MISCELLANEOUS.

1001 Contract Implementation Committee. Representatives of the WCCEA and Board representatives shall meet at least once monthly at a time mutually acceptable to discuss problems of mutual concern, contract implementation and other information. The membership of this committee at a minimum shall consist of the President of the WCCEA, the WCCEA Chief Negotiator, The Vice President of Instruction, and the Associate Vice President of Human Resources, with the understanding that the Associate Vice President of Human Resources shall have lead responsibility for the college administration.

1002 Waiver Clause.

1002.1 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment, or memorandum of understanding, to this Agreement.

- 1002.2** Any individual contract between the Board and an individual faculty member heretofore executed shall be subject to and made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- 1002.3** This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 1002.4** The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement.
- 1003 Duration of the Agreement.** This contract shall be effective as of June 30, 2005, and shall continue in effect until August 25, 2009. This Agreement supersedes and cancels all previous agreements between the parties, oral or written, and shall constitute the entire agreement between the parties.
- 1004 Subsequent Agreement.** Negotiations for a subsequent Agreement shall begin at least ninety (90) days prior to expiration of this Agreement.

APPENDICES

Appendix A-0	College Calendar 2005-2006
Appendix A-1	College Calendar 2006-2007
Appendix A-2	College Calendar 2007-2008
Appendix A-3	College Calendar 2008-2009
Appendix B-1	Professional Faculty Compensation
Appendix B-2	Provision for Initial Point Allocation
Appendix B-3	Point Additions: Service, Academic Work
Appendix C-1	Compensation for Classified Faculty
Appendix C-2	Qualifications and Placement of Instructional Laboratory Assistants
Appendix C-3	Qualifications and Placement of Student Services Advisors
Appendix C-4	Qualifications and Placement of Clinical Instructors
Appendix C-5	Qualifications and Placement of Laboratory Instructors
Appendix D	Personnel Procedures
Appendix E	Part-time Adjunct Teaching Faculty (not included)

APPENDIX A-0
COLLEGE CALENDAR 2005-2006

FALL SEMESTER 2005

August 23-25	Tuesday-Thursday	No Classes	All Faculty Report Faculty In-Service
August 26	Friday	8:00 a.m.	Classes Begin
September 1	Thursday	11:00 p.m.	Classes End
September 2-5	Friday-Monday	No Classes	Labor Day Holiday
September 6	Tuesday	8:00 a.m.	Classes Resume
November 21	Monday	11:00 p.m.	Classes End
November 22, 23	Tuesday, Wednesday	No Classes	Faculty In-Service
November 24, 25	Thursday, Friday	No Classes	Thanksgiving Recess
November 26	Saturday	8:00 a.m.	Classes Resume
December 16	Friday	11:00 p.m.	Classes End
December 19	Monday	12:00 Noon	Grades Due
December 19	@Noon through January 1, 2006 Winter Break		

(80 Reporting Days)

WINTER SEMESTER 2006

January 3-6	Monday-Friday	No Classes	All Faculty Report Faculty In-Service
January 9	Monday	8:00 a.m.	Classes Begin
January 16	Monday	No Classes	Martin Luther King Holiday
February 26	Sunday	11:00 p.m.	Classes End
Feb. 27-March 5	Monday-Sunday	No Classes	Spring Recess
March 6	Monday	8:00 a.m.	Classes Resume
May 1	Monday	11:00 p.m.	Classes End
May 3	Wednesday	12:00 Noon	Grades Due
May 4	Thursday	No Classes	Faculty In-Service

(80 Reporting Days)

SPRING/SUMMER SEMESTER 2006

May 8	Monday	8:00 a.m.	Classes Begin
May 29	Monday	No Classes	Memorial Day Holiday
July 4	Tuesday	No Classes	Independence Day Holiday
August 22	Tuesday	11:00 p.m.	Classes End
August 24	Thursday	12:00 Noon	Grades Due

Grades are due by noon a day and one-half after the end of the particular session.

15 Week Spring/Summer Semester: May 8, 2006 – August 22, 2006 = 75 Reporting Days

**APPENDIX A-1
COLLEGE CALENDAR 2006-2007**

Fall Semester 2006

August 23-24	Wednesday-Thursday	No Classes	All Faculty Report Faculty In-Service
August 25	Friday	8:00 am	Classes Begin
August 31	Thursday	11:00 pm	Classes End
September 1-4	Friday-Monday	No Classes	Labor Day Holiday
September 5	Tuesday	8:00 am	Classes Resume
November 19	Sunday	11:00 pm	Classes End
November 20-22	Monday-Wednesday	No Classes	Faculty In-Service
November 23-26	Thursday-Sunday	No Classes	Thanksgiving Recess
November 27	Monday	8:00 am	Classes Resume
December 18	Monday	11:00 pm	Classes End
December 20	Wednesday	12:00 noon	Grades Due

80 Reporting Days

Winter Semester 2007

January 2-5	Tuesday-Friday	No Classes	All Faculty Report Faculty In-Service
January 8	Monday	8:00 am	Classes Begin
January 15	Monday	No Classes	Martin Luther King Holiday
February 25	Sunday	11:00 pm	Classes End
Feb 26-March 4	Monday-Sunday	No Classes	Spring Recess
March 5	Monday	8:00 am	Classes Resume
April 30	Monday	11:00 pm	Classes End
May 2	Wednesday	12:00 noon	Grades Due
May 3	Thursday	No Classes	Faculty In-Service

80 Reporting Days

Spring/Summer Semester 2007

May 7	Monday	8:00 am	Classes Begin
May 28-29	Monday-Tuesday	No Classes	Memorial Day Holiday
July 4	Wednesday	No Classes	Independence Day Holiday
August 1	Wednesday	11:00 pm	Classes End
August 3	Friday	12:00 noon	Grades Due

15 Week Spring/Summer Semester: May 7, 2007 – August 21, 2007

**APPENDIX A-2
COLLEGE CALENDAR 2007-2008**

Fall Semester 2007

August 22-23	Wednesday-Thursday	No Classes	All Faculty Report Faculty In-Service
August 24	Friday	8:00 am	Classes Begin
August 30	Thursday	11:00 pm	Classes End
Aug 31-Sept 3	Friday-Monday	No Classes	Labor Day Holiday
September 4	Tuesday	8:00 am	Classes Resume
November 18	Sunday	11:00 pm	Classes End
November 19-21	Monday-Wednesday	No Classes	Faculty In-Service
November 22-25	Thursday-Sunday	No Classes	Thanksgiving Recess
November 26	Monday	8:00 am	Classes Resume
December 17	Monday	11:00 pm	Classes End
December 19	Wednesday	12:00 noon	Grades Due

80 Reporting Days

Winter Semester 2008

January 7-11	Monday-Friday	No Classes	All Faculty Report Faculty In-Service
January 14	Monday	8:00 am	Classes Begin
January 21	Monday	No Classes	Martin Luther King Holiday
February 24	Sunday	11:00 pm	Classes End
Feb 25-March 2	Monday-Sunday	No Classes	Spring Recess
March 3	Monday	8:00 am	Classes Resume
May 5	Monday	11:00 pm	Classes End
May 7	Wednesday	12:00 noon	Grades Due

80 Reporting Days

Spring/Summer Semester 2008

May 9	Friday	8:00 am	Classes Begin
May 26	Monday	No Classes	Memorial Day Holiday
July 4	Friday	No Classes	Independence Day Holiday
August 4	Monday	11:00 pm	Classes End
August 6	Wednesday	12:00 noon	Grades Due

15 Week Spring/Summer Semester: May 9, 2008– August 25, 2008

**APPENDIX A-3
COLLEGE CALENDAR 2008-2009**

Fall Semester 2008

August 26-28	Tuesday-Thursday	No Classes	All Faculty Report Faculty In-Service
August 29-Sep 1	Friday-Monday	No Classes	Labor Day Holiday
September 2	Tuesday	8:00 am	Classes Begin
November 24	Monday	11:00 pm	Classes End
November 25-26	Tuesday-Wednesday	No Classes	Faculty In-Service
November 27-28	Thursday-Friday	No Classes	Thanksgiving Recess
November 29	Saturday	8:00 am	Classes Resume
December 19	Friday	11:00 pm	Classes End
December 22	Monday	12:00 noon	Grades Due

80 Reporting Days

Winter Semester 2009

January 5-9	Monday-Friday	No Classes	All Faculty Report Faculty In-Service
January 12	Monday	8:00 am	Classes Begin
January 19	Monday	No Classes	Martin Luther King Holiday
February 22	Sunday	11:00 pm	Classes End
Feb 23-March 1	Monday-Sunday	No Classes	Spring Recess
March 2	Monday	8:00 am	Classes Resume
May 4	Monday	11:00 pm	Classes End
May 6	Wednesday	12:00 noon	Grades Due

80 Reporting Days

Spring/Summer Semester 2009

May 8	Friday	8:00 am	Classes Begin
May 25	Monday	No Classes	Memorial Day Holiday
July 3-4	Friday-Saturday	No Classes	Independence Day Holiday
August 3	Monday	11:00 pm	Classes End
August 5	Wednesday	12:00 noon	Grades Due

15 Week Spring/Summer Semester: May 8, 2009 – August 24, 2009

**Proposed Reopener
APPENDIX B-1
Professional Faculty Compensation**

A point allocation chart has been prepared for each member of the bargaining unit. The total number of points held by each member places them at the appropriate step of the salary schedule.

Professional Faculty Salary Schedule

<u>Points</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
16	46,070	46,991	47,931	49,010
17	48,410	49,378	50,366	51,499
18	50,760	51,775	52,811	53,999
19	53,080	54,142	55,224	56,467
20	55,420	56,528	57,659	58,956
21	57,790	58,946	60,125	61,478
22	60,110	61,312	62,538	63,946
23	62,440	63,689	64,963	66,424
24	64,800	66,096	67,418	68,935
25	67,120	68,462	69,832	71,403
26	69,480	70,870	72,287	73,913
27	71,800	73,236	74,701	76,381
28	74,130	75,613	77,125	78,860
29	76,500	78,030	79,591	81,381
30	78,830	80,407	82,015	83,860

Professional Teaching Faculty: 1280 hours (160 days) per year with year round professional responsibilities; Maximum step 30.

Professional Counselors, Professional Service Personnel and Professional Librarians:1600 hours (200 days) base load per year (see Section 113.1); Maximum step 30.

Minimum qualifications for placement on the professional faculty salary schedule shall be a Master's degree or equivalent education, training and experience as determined by the college administration.

Any individual hired to teach full-time as per Section 0107.5, New and Experimental Program/Projects, Section 0107.6, Programs Funded Outside College Funds, or Section 0107.7, Full-time Adjunct Faculty Member, who is subsequently offered contiguous (Fall or Winter semesters) full-time faculty status shall have all full-time College service apply to point advancement on the salary schedule.

Any professional faculty member appointed to a position in the bargaining unit during the life of this Agreement will be credited with no more than twenty-two (22) points on the appropriate annual salary schedule except as provided for below. Only those professional faculty members employed and working prior to January of any given year will move up one step on the salary schedule the subsequent September.

The Associate Vice President of Human Resources, shall have the option of placing newly appointed faculty members up to a maximum of twenty-seven (27) points on the salary schedule if in his judgment the market and other factors warrant such action. This discretionary action shall be applicable when the following two conditions are satisfied: (1) the applicant qualifies, by education and years of experience, for 23-27 points and (2) the labor market for the position involved makes it difficult to hire at the twenty-two point salary.

APPENDIX B-2

**Provisions for Initial Point Allocation
For
Professional Faculty Members**

Each professional faculty member at initial placement shall be given credit for:

1. Educational attainment

- a. Special technical training shall be converted by:

Classroom hours/18=credit hours

Credit hours/24=years attainment

Two points per year

- b. Formal academic training shall be converted by:

Undergraduate credit hours/30 = years

Undergraduate level credit hours after BA
degree/30 = years

Graduate level credit hours/24=years

Two points per year

2. Experience

- a. Work experience related to teaching, counseling, or service area

One point per year

- b. Teaching experience

One point per year

3. Certificates, licenses, etc., when connected with the teaching area or area where the instructor has responsibility

- a. Journey man's card

One point

- b. Master's card

One point

- c. Teaching certificate

One point

- d. Industry- and professionally
recognized certifications and licenses

One to three points

APPENDIX B-3

Point Additions: Service, Academic Work

In addition to earning one (1) point for experience at the College for each year of service, a professional and associate faculty members may earn one (1) additional point, but no more, by submitting proof of completion of additional educational attainment after the date of their initial placement, in the amount of one (1) point according to the formulas in 1(A) and 1(B) above. A point will not be added for less credit than that allowed in the formulas.

Undergraduate courses taken by a professional or associate faculty member will count toward an additional education point only if the faculty member has written approval of the Vice President of Instruction prior to enrolling in the course. The written approval will become part of the faculty member's personnel file.

Notification and proof of the credit must be given to the Office of Human Resource Management on or before October 1 of each year. Notification and proof of credit earned to gain a point must be presented to their Dean by the professional or associate faculty member on or before October 1 of each year. The Dean will certify or challenge the applicability of the credit earned to the professional or associate faculty member's work at the College. If the Dean certifies the credit, then they will notify the Office of Human Resource Management to add a point to the professional or associate faculty member's point chart and the Office of Human Resource Management will notify the Payroll Office to advance the faculty member an additional step for the College year.

If the Dean challenges the credit, a committee of three (3) members of the bargaining unit appointed by the Association and two (2) administrators appointed by the President of the college will make a final decision, either certifying or disallowing the credit and awarding or denying the point. The report of the committee will become part of the faculty member's personnel file.

APPENDIX C-1

Compensation for Classified Faculty

Level	2005-06 Hourly Rate	2006-07 Hourly Rate	2007-08 Hourly Rate	2008-09 Hourly Rate
101	14.01	14.29	14.57	14.90
102	15.09	15.39	15.70	16.05
103	16.21	16.54	16.87	17.25
104	17.31	17.65	18.01	18.41
105	18.42	18.79	19.17	19.60
106	19.51	19.90	20.30	20.76
107	20.63	21.04	21.46	21.95
108	21.73	22.17	22.61	23.12
109	22.82	23.27	23.74	24.27
110	23.93	24.41	24.90	25.46
111	25.02	25.52	26.03	26.62
112	26.15	26.67	27.20	27.82
113	27.24	27.79	28.34	28.98
114	28.36	28.92	29.50	30.16

Instructional Laboratory Assistants: Maximum level 111

Student Services Advisors: Maximum level 113.

Clinical and Laboratory Instructors: Maximum level 114

APPENDIX C-2

Qualifications and Placement of Instructional Laboratory Assistants

The wage range for instructional laboratory assistants shall be in accordance with Appendix C-1.

Minimum qualifications for initial employment as a instructional laboratory assistant at level 105 are:

1. One (1) year as an instructional laboratory assistant or comparable responsibilities.
2. Sixty (60) credit hours made up from special or formal instruction.
3. Or, in lieu of 2 above, five (5) years of work experience related to the assigned area in which the appointment is being made.

Initially employed instructional laboratory assistants having less than the minimum qualifications for level 105 may be appointed to either level 101, 102, 103, or 104, whichever step best reflects their qualifications.

The maximum step that a instructional laboratory assistant can reach is 111.

APPENDIX C-3

Qualifications and Placement of Student Services Advisors

The wage range for student services advisors shall be in accordance with Appendix C-1.

Minimum qualifications for initial employment as a student services advisor at level 108 are:

1. Bachelor's degree in a related field.
2. Two (2) year's full-time work experience related to assigned area.

The maximum step that a student services advisor can reach is 113.

APPENDIX C-4

Qualifications and Placement of Clinical Instructors

The wage range for clinical instructors shall be in accordance with Appendix C-1.

Minimum qualifications for clinical instructors at level 110 are:

1. Bachelor's degree in related field for all clinical instructors except nursing clinical instructors.
2. BSN degree for nursing clinical instructors.
3. Required registry certification for all Allied Health clinical instructors except nursing clinical instructors.
4. State required licensing/certification in nursing for nursing clinical instructors.
5. Two (2) year's full-time work experience related to assigned area.

Minimum qualifications for clinical instructors at level 113 are:

1. Bachelor's degree in related field for all clinical instructors except nursing clinical instructors.
2. BSN degree for nursing clinical instructors.
3. Required registry certification for all Allied Health clinical instructors except nursing clinical instructors.
4. State required licensing/certification in nursing for nursing clinical instructors.
5. Four (4) year's full-time work experience related to assigned area.

APPENDIX C-5

Qualifications and Placement of Laboratory Instructors

The wage range for laboratory instructors shall be in accordance with Appendix C-1.

Minimum qualifications for laboratory instructors at level 110 are:

1. Bachelor's degree in the discipline or related field.
2. Two (2) year's full-time work experience related to assigned area.
3. One (1) year of full-time equivalent teaching experience.

APPENDIX D

Personnel Procedures

Candidate Files. Applicant files become candidate files when the applicant file is sent to the Office of Human Resource Management with a request for employment. The candidate's file will be prepared by the Office of Human Resource Management. It will include all credentials required by the Board.

Credentials. The Associate Vice President of Human Resource Management will examine the applicant's credentials and verify their validity. They may request additional verification of claims from the applicant if they deem it advisable. When they receive such verification, or if they do not deem such verification necessary, they will proceed to the next step in the employment process.

Initial Point Chart. An individual recommended for a professional position in the bargaining unit shall have an Initial Point Allocation chart prepared by the Office of Human Resource Management to determine their initial step on the salary schedule.

Point Allocation Chart Verification. Upon completion of the initial point allocation chart the Association shall be notified that the chart and accompanying documents the individual has provided for support of their claim to academic and professional accomplishments are available for review.

Association Agreement. If the Association officer agrees to the point chart, they will notify the Associate Vice President of Human Resource Management who will then proceed to the next step in the employment process.

Association Objection. If the Association officer disagrees, they will so inform the Associate Vice President of Human Resource Management, in writing, who then may proceed to the next step in the employment process, but under knowledge of protest from the Association.

Right to Grieve Objection. Should the Associate Vice President of Human Resource Management not be able to remove the protest through explanation to the Association, the matter shall be subject to immediate written grievance filed at the final step.

This Agreement shall become June 30, 2005.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of June 30, 2005.

WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES **WASHTENAW COMMUNITY COLLEGE EDUCATION ASSOCIATION**

Diana McKnight-Morton
Chair

Ruth A. Hatcher
President

Dr. Richard J. Landau
Secretary

David Fitzpatrick
Chief Negotiator

Douglas P. Kruzel
Associate Vice President, HRM
Chief Negotiator

Jennifer Baker
Secretary

Roger Palay
Vice President, Instruction
Negotiator

Cole Jordan
Negotiator

Mary Gmeiner
Negotiator

WASHTENAW COMMUNITY COLLEGE

LETTER OF AGREEMENT

Between

THE WASHTENAW COMMUNITY COLLEGE EDUCATION ASSOCIATION

And

THE WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES

Assessment Steering Committee Reassigned Time

In order to continue to support the work of Assessment of Student Academic Achievement, this agreement provides for an Assessment Steering Committee for the life of the contract, 2005-2009. There will be up to three administrative members appointed by the Vice President of Instruction. Faculty membership on this committee will consist of three faculty members, one designated as chair with 6 hours of reassigned time and two others as members (one from the Arts and Sciences Division and one from the Occupational Divisions) with 3 hours of reassigned time each.

The WCCEA will designate this committee's faculty membership. The specific activities of the committee involve setting direction for the College's work in assessment of student learning which will be a continuation of some of our past activities/plans as well as the setting and implementation of new directions to address the shortcomings that NCA cited in response to our self-study.

FOR THE ASSOCIATION

Ruth A. Hatcher
President, WCCEA

Date

FOR THE COLLEGE

Douglas P. Kruzal
Associate Vice President, HRM

Date

WASHTENAW COMMUNITY COLLEGE

LETTER OF AGREEMENT

Between

THE WASHTENAW COMMUNITY COLLEGE EDUCATION ASSOCIATION

And

THE WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES

Benefits for Domestic Partners

The Administration and the Association agree that the Administration will extend appropriate fringe benefits and leave provisions to unit members who have same sex domestic partners provided that it is not contrary to law to do so. Should the legislature mandate economic sanctions against the College for taking this action, the Association will hold the College harmless for any such sanction. The Association agrees that if an economic sanction is imposed, the WCCEA salary schedules will be adjusted to compensate the College for any reduction in state appropriations.

FOR THE ASSOCIATION

FOR THE COLLEGE

Ruth A. Hatcher
President, WCCEA

Douglas P. Kruzel
Associate Vice President, HRM

Date

Date

WASHTENAW COMMUNITY COLLEGE

LETTER OF AGREEMENT

Between

THE WASHTENAW COMMUNITY COLLEGE EDUCATION ASSOCIATION

And

THE WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES

Contract Training

The undersigned parties hereby acknowledge that to implement a Contract Training program (as defined herein), certain provisions of the 2005-2009 Master Agreement between the Board and the Association need to be modified.

Definition

Contract Training describes a type of educational service provided by the College under written agreement (a contract) to a corporation, company, or group. Three qualities distinguish Contract Training from all other types of educational services that the College provides.

1. Contract Training involves a written agreement between the College and the client to provide specified educational services to a specified audience for a specified time period. This training may range from offering a presently existing course to creating a training program from scratch. Training may be credit and/or non-credit offerings.
2. Contract Training involves delivering training to a specific group of individuals who actually function as a third party in this enterprise (the College and the corporate client being the first two parties). Thus the College administration negotiates with representatives of a corporation (e.g., corporate trainers, attorneys and/or personnel officers) to provide educational services to some third party (e.g., a group of that corporation's employees).
3. Only those persons (the third party) approved by the first two parties (or one of the first two parties) may receive the services. Persons identified by the client (i.e. the corporation) receive priority admission into a course or program.

Contract Revisions

Notwithstanding the provisions of Articles 0102.1, 0103, 0104, 0107.1, 0108.3, 0110.1, 0110.3, 0111.3, 0111.5, 0111.8, 0603, 0801, 0803, and 0804 of the WCCEA Master Agreement, the contract revisions listed below shall be permitted. These modifications shall cease upon the expiration of the present Master Agreement unless explicitly negotiated into the subsequent agreement.

Contract Revisions

1. A Professional Faculty Member's overload generated by a Contract Training assignment shall not be constrained by the semester overload cap, as per Section 0108.3 of the Agreement. However, total overload shall be capped at 495 contact hours per academic year.
2. Part-time faculty members may be employed for Contract Training assignments which exceed the constraints of Section 0107.1, but in these cases, part-time faculty members may not exceed an average of eight (8) contact hours per week for the academic year.
3. Contract Training assignments shall comply with the provisions of 0016 Performance Contracts, 0117 Faculty Schedules and Other Assignments, and 0252 Specific Involvement of the WCCEA Master Agreement.
4. Professional Faculty members involved in Contract Training as an overload assignment shall be paid at the rate of one and one-half (1 1/2) times the faculty member's overload rate for all hours worked in Contract Training Assignments on Sundays. A classified faculty member involved in Contract Training shall be paid at the rate of two (2) times the classified faculty member's hourly rate for all hours worked on Sundays.
5. Professional faculty members who accept a Contract Training assignment as overload, may choose to waive the overload pay and instead "front load" those hours worked to a subsequent semester within the academic year in which they are presently working. Professional faculty members may not front load such an amount of this Contract Training work that the accumulated [front-load] hours would satisfy their teaching obligation and other responsibilities during any subsequent semester of that academic year (as per Section 011).

FOR THE ASSOCIATION

Ruth A. Hatcher
President, WCCEA

Date

FOR THE COLLEGE

Douglas P. Kruzel
Associate Vice President, HRM

Date

WASHTENAW COMMUNITY COLLEGE

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THE WASHTENAW COMMUNITY COLLEGE EDUCATION ASSOCIATION

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The Evaluation Process and the PDE Appeals Committee

The evaluation process for Professional Counselors, Librarians, Service Personnel, and Classified Faculty remains the formal PDE process with the appropriate review for “following process” by the PDE Appeals Committee. The recommendation of that committee is sent to the President.

Although the evaluation process for professional teaching faculty does not use the PDE process, the evaluation process for professional teaching faculty does reference the PDE Appeals Committee. The evaluation process for professional teaching faculty follows the parameters set forth in Section 206 of the Master Agreement. [Note: the informal improvement plan usually initiated by SOQ flags is a possible precursor to the formal evaluation process.] Section 206.1 describes a thirty (30) calendar day period between the distribution of administration determined criteria and the implementation of those criteria for evaluation. It is mutually agreed that during the first fifteen days (15) of said thirty (30) days, the faculty member being evaluated may request a review of the process followed by the administration to that point. Such a review, requested in writing by the faculty member to the Associate Vice President of Human Resource Management, will be limited to procedural issues and will be conducted by the PDE Appeals Committee in a timely manner but so as to produce a recommendation within the original thirty (30) day period. In particular, this review process will not delay the evaluation process. The recommendation of the PDE Appeals Committee will be sent to the Vice President for Instruction for consideration and corrective action if necessary.

In addition, it is mutually agreed that it will be mutually advantageous to have all formal evaluations that result from an unsuccessful informal improvement plan start in the Fall semester. Formal evaluations originated for reasons outside of the informal improvement plan process may start at any time. A professional teaching faculty member who was in the informal process in a Fall semester and who remains on informal review will not be eligible for overload in the subsequent Winter semester. A professional teaching faculty member who was in the informal process in a Winter semester and who is either remaining on informal or moving to a formal evaluation process will not be eligible for overload in the Spring/Summer semester. In any case, professional teaching faculty members on second or subsequent continuous semesters of informal improvement plans are not eligible for overload. It is the desire of both the Administration and the Association to not extend informal improvement plans beyond two full semesters of teaching, except in cases where there is no practical alternative.

If at the end of a “full semester” of formal evaluation the Dean determines that the professional teaching faculty member needs to remain under formal evaluation, then the faculty member may request a review of the process by the PDE Appeals Committee. [To be a “full semester” of formal evaluation, the evaluation

must be in use starting with the first teaching day of the semester.] The request for review is to be sent in writing to the Associate Vice President of Human Resource Management no later than the first reporting day of the next semester. The PDE Appeals Committee will meet to consider the issue as soon as possible thereafter. That committee will quantitatively review the objective goals and their appropriate measures as set forth in the Dean's statement of criteria. Criteria that are of a subjective nature will be reviewed to be sure that they were evaluated and that an explanation of their evaluation has been given. The PDE Appeals Committee will not review or judge the Dean's determination of the meaning of the evaluation of subjective criteria. The PDE Appeals Committee will send its recommendation to the Vice President for Instruction for consideration and corrective action if necessary.

After at most two full consecutive semesters of formal evaluation and based on the results of that evaluation, the status of the Professional Teaching faculty member shall be resolved in one of the following three (3) ways:

1. a return to normal status;
2. a return to an "informal improvement plan", without access to overload; or
3. recommendation for termination.

The Administration and the Association agree that the following language shall define and apply to the P.D.E. Appeals Committee:

PDE Appeals Committee (AC)

1. A standing Faculty PDE Appeals Committee (AC) shall be established. The membership of the AC shall be determined annually by January 1 of each year. The AC shall be composed of seven members serving one-year terms, three of whom are chosen by the President of the College, three of whom are chosen by the WCCEA, and one of whom is mutually agreed upon by the college President and the WCCEA. One alternate from each of the three categories shall also be selected. The college and the WCCEA, in accordance with established procedures, shall appoint co-chairs. Neither the faculty member requesting the appeal, nor the respective dean conducting the evaluation may serve on the AC to hear an appeal in which they are the principals.
2. Procedures involving the PDE Appeals Committee are related to the classification of faculty.

For Professional Teaching Faculty:

As noted above, Professional Teaching faculty have two (2) appropriate instances where they may submit an appeal to the AC. The first is during the "thirty (30) day period" between the distribution of administration determined criteria and the implementation of those criteria for evaluation. The second is at the end of a "full semester" of formal evaluation in the case that the Dean determines that the professional teaching faculty member needs to remain under formal evaluation. The responsibilities of the AC in both cases is outlined above.

For Professional Counselors, Librarians, and Service Personnel, and Classified Faculty:

Also noted above, the evaluation process for Professional Counselors, Librarians, and Service Personnel, and Classified Faculty remains the formal PDE process with the appropriate review for “following process” by the PDE Appeals Committee. The details of the AC involvement in this case is given below where reference to “faculty member” means Professional Counselor, Professional Librarian, Professional Service Personnel or Classified Faculty.

a). **Steps of the Appeals Process**

All appeals must first be processed through the Informal Appeal Step, the Formal Appeal Step, and the Reconciliation Step. Faculty members may only access the grievance procedure after exhaustion of remedies available under the Informal and Formal Appeals Steps. Complaints filed under the grievance procedure shall be initiated at Step II of the grievance procedure.

b). **Informal Appeal**

Within five (5) teaching days of the receipt of the formal evaluation document, a faculty member who disagrees with the dean’s written PDE statements or judgments may first discuss the matter with the dean. If the dean does not respond to the concern or a resolution is not reached within five (5) teaching days, the faculty member may move the concern to the Formal Appeal step.

c). **Formal Appeal**

If a disagreement remains after the informal discussion, the faculty member may prepare a written statement to the concern, which shall be attached to all copies of the PDE document. The written appeal must be presented to the Appeals Committee (AC) within ten (10) teaching days after the dean’s oral response to the concern.

The faculty member making the appeal shall clearly state in writing what is being appealed and the date of the faculty member’s receipt of the PDE statement. The actual evaluation or other documents shall also be sent to the AC. Copies of the evaluation and the appeal notice shall also be sent to the Vice President of Instruction and to the President of the WCCEA.

The AC shall examine all pertinent materials relevant to the concern and will normally interview the faculty member and the dean. The AC may also require the faculty member and the dean to provide any additional information related directly to the evaluation.

The AC shall produce a written report of its findings. The report shall include a summary of the committee's activities and reasons for its conclusions. A minority report may be submitted. The report(s) shall be sent to the College President. Copies of the report(s) shall be sent to the Vice President for Instruction, the WCCEA President, the faculty member and the respective dean.

The AC report shall become part of the official college records and shall be maintained in the Human Resource Management office.

If the Appeals Committee fails to complete its report within twenty (20) teaching days after receiving a specific appeal, the faculty member may move the appeal to Step II of the grievance procedure.

d). **Reconciliation**

After receipt of the Appeals committee report, the dean and faculty member shall meet to determine if there is a basis for agreement in light of the AC report recommendation. If the matter is not resolved within five (5) teaching days, the faculty member may move the appeal to Step II of the grievance procedure.

e). **Grievance Procedure Appeal**

If the faculty member is dissatisfied with the outcome of the reconciliation conference, they may file the appeal at the Second Step of the grievance procedure (Section 0902.2). Appeals to the grievance procedure must be done in accordance with the terms and conditions of the WCCEA Master Agreement.

f). **Time Lines**

It is the intention of the parties to adhere to the time lines outlined above. However, these time lines may be extended by mutual agreement of the parties.

g). **Final Resolution of the Dispute**

The final resolution of the dispute at any phase of the process must be communicated in writing.

FOR THE ASSOCIATION

Ruth A. Hatcher
President, WCCEA

Date

FOR THE COLLEGE

Douglas P. Kruzel
Associate Vice President, HRM

Date

WASHTENAW COMMUNITY COLLEGE

LETTER OF UNDERSTANDING

Between

THE WASHTENAW COMMUNITY COLLEGE EDUCATION ASSOCIATION

And

THE WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES

Part Time Faculty Specialized Pay Rate

In the event any division or department of the College proposes to offer a credit or noncredit course or training for which special course development or teaching credentials are required, the College may hire part-time faculty at a specialized rate of pay if the following criteria are met:

- 1) The proposed rate of pay is the usual and customary rate of a person with the credentials and experience of the proposed faculty member.
- 2) The proposed specialized rate is submitted for review to the Vice President for Instruction along with the credentials of the proposed faculty, a description of the course to be taught, and documentation supporting the specialized rate of pay.
- 3) A part-time faculty member may be hired, without review by a special committee, at a rate not to exceed the top full-time faculty overload rate, rounded up to the next five dollars (\$5.00).
- 4) Should a request be made to pay a rate greater than the above rate, the Vice President for Instruction shall notify the President of the Association of the request, stating the rate to be paid, the given justification of the rate, and the duration of the current commitment. Should the President of the Association have questions regarding the rate, they may notify the Vice President for Instruction and/or convene the Contract Implementation Committee to discuss the issue. If, after review of the materials submitted by the administrator, the Contract Implementation Committee determines that the specialized rate of pay is not justified, the specialized rate may not be paid for any services performed beyond the duration of the current commitment.

This action constitutes the entire agreement between the parties, and it shall not be considered precedent setting in any way.

FOR THE ASSOCIATION

FOR THE COLLEGE

Ruth A. Hatcher
President, WCCEA

Douglas P. Kruzal
Associate Vice President, HRM

Date

Date

WASHTENAW COMMUNITY COLLEGE

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THE WASHTENAW COMMUNITY COLLEGE EDUCATION ASSOCIATION

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THE WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES

Classified Faculty Paid Time Off

The undersigned parties agree that Classified Faculty Members who receive notices of pay docks due to insufficient time may substitute paid time off (other than sick time) if the substitution is made prior to the actual absence. Requests for vacation, floating holiday or personal business time must be submitted to the Office of Human Resource Management on the standard Absence Report form prior to the scheduled absence.

This action constitutes the entire agreement between the parties and it shall not be considered precedent setting in any way.

FOR THE ASSOCIATION

FOR THE COLLEGE

Ruth A. Hatcher
President, WCCEA

Douglas P. Kruzel
Associate Vice President, HRM

Date

Date

WASHTENAW COMMUNITY COLLEGE

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Faculty Evaluation Ad Hoc Committee

The College has made significant progress in improving the faculty evaluation system. Work needs to be completed to further make improvements to the system, especially as it applies to counselors, librarians, and professional services faculty. Specifically, the parties agree to the following:

1. The ad hoc committee to improve the faculty evaluation system will continue to meet and function.
2. The committee will review and recommend procedures related to the informal improvement plans and the formal evaluation of all faculty.
3. The committee and the Vice President for Instruction will work together to clarify issues, address concerns, and solve problems related to improvement plans and faculty evaluations, including changes to the SOQ process. Issues, concerns, and improvements not related to contractual language may be resolved at that level.
4. The committee will deliver its various reports and recommendations to the Contract Implementation Committee.

This action is the entire agreement of the parties and shall not be considered precedent setting in any way.

FOR THE ASSOCIATION

FOR THE COLLEGE

Ruth A. Hatcher
President, WCCEA

Douglas P. Kruzel
Associate Vice President, HRM

Date

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Faculty Advisor to Phi Theta Kappa

The undersigned parties agree that the Faculty Advisor to Phi Theta Kappa serves a College-wide function supporting a large group of students from all disciplines. Because of the time-consuming nature of the position and the growing demands on the position, the parties agree that release time is merited. The parties agree that the Faculty Advisor to Phi Theta Kappa shall have an alternative assignment equal to three contact teaching hours for each of Fall and Winter terms during the term of the 2005-2009 Agreement.

This action constitutes the entire agreement between the parties, and it shall not be considered precedent setting in any way.

FOR THE ASSOCIATION

FOR THE COLLEGE

Ruth A. Hatcher
President, WCCEA

Douglas P. Kruzel
Associate Vice President, HRM

Date

Date

WASHTENAW COMMUNITY COLLEGE

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THE WASHTENAW COMMUNITY COLLEGE EDUCATION ASSOCIATION

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Professional Counselors/Librarians Hired before 1997

The undersigned parties agree that, notwithstanding the provisions of Articles 0102.1 Length of Academic Year Contract, 0112 Duty Hours: Professional Counselors, 0113 Duty Hours: Professional Service Personnel of the 2005-2009 WCCEA Master Contractual Agreement, the following conditions shall apply to Professional Counselors and Professional Librarians hired prior to August 25, 1997 and to the Professional Services Faculty Adult Transitions Program position.

1. The base load work year shall be 200 days and their annual compensation shall be 1.16 times the appropriate step on the 2005-2009 professional faculty salary schedule.
2. These faculty members may volunteer for an additional 24 days of non-teaching overload. They shall indicate at the time their annual schedule is arranged which additional 24 days they will be available for voluntary overload assignments.
3. These conditions shall apply to these employees for the duration of the 2005-2009 WCCEA Master Contractual Agreement only.

This action constitutes the entire agreement between the parties and it shall not be considered precedent setting in any way.

FOR THE ASSOCIATION

FOR THE COLLEGE

Ruth A. Hatcher
President, WCCEA

Douglas P. Kruzel
Associate Vice President, HRM

Date

Date

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Program Manager

In response to a critical need to support departmental administrative matters, such as, but not limited to, the placing and tracking textbook, equipment and supply orders, monitoring area expenditures and keeping financial records when necessary, facilitating the application, authorization, re-authorization and timesheets for all part time temporary non-teaching personnel, coordinating the production and distribution of departmental marketing materials, supervising special departmental projects and meeting accreditation and certification requirements and other administrative duties, the parties agree to implement the position of Program Manager as follows:

1. The Administration may appoint Program Managers to assist the department chairs and deans in their administrative duties. By agreement between the Administration, the WCCEA, and the department(s) involved, Program Managers may be assigned to assist in the duties of one or more departments with a corresponding reduction in the compensation of the department chairs.
2. If a Program Manager is assigned to assist a department, the department chair of that department, notwithstanding Section 0121.1 of the Master Agreement, will receive three hours of release time for the department chair duties and will not receive a department chair stipend. The department chairs will retain exclusive responsibility for representing the faculty on all curricular and instructional matters pertinent to their departments. In addition, the department chairs will have primary responsibility for 1) chairing department meetings and representing their departments in all internal and external meetings related to their departments; 2) represent their department in the development of the overall master schedule; 3) coordinating full-time faculty course selection and faculty departmental responsibilities; 4) working with the program manager to carry out the remaining functions of the department.
3. Faculty will have the opportunity to fully participate in the hiring process for Program Managers that support their department.
4. The Program Manager will report to the appropriate academic dean as determined by the Vice President of Instruction, but will coordinate their activities with the department chair(s).

5. Annual administrative evaluation of Program Managers will include formal input from the department chairs of the departments assigned a Program Manager. Such input shall have as its primary purpose the improvement of the Program Manager's performance in assisting the department(s).
6. The compensation adjustment (3 hours release time) for chairs for those areas affected will be instituted at the start of the next Fall or Winter term.
7. The Association and the Administration are committed to working cooperatively to ensure that departments work effectively and efficiently to accomplish essential duties.

This action supercedes the Letter of Agreement of the same subject dated June 17, 2003 and is the entire agreement of the parties and shall not be considered precedent setting in any way.

FOR THE ASSOCIATION

FOR THE COLLEGE

Ruth A. Hatcher
President, WCCEA

Douglas P. Kruzel
Associate Vice President, HRM

Date

Date

WASHTENAW COMMUNITY COLLEGE

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THE WASHTENAW COMMUNITY COLLEGE EDUCATION ASSOCIATION

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Interpretation of Outside Funding

For the purpose of interpreting and applying Section 0107.5, Programs Funded Outside College Funds, of the Master Agreement, the parties agree that such language is applicable to those positions that are over 50% or more funded with outside funds.

For the purpose of this Letter of Understanding inside funds are the results of student tuition, state appropriation monies, and returns on college investment, whereas outside funds come from grants and other programs that the college specifically applies for and generally are for a fixed period of time and a specific purpose.

FOR THE ASSOCIATION

FOR THE COLLEGE

Ruth A. Hatcher
President, WCCEA

Douglas P. Kruzel
Associate Vice President, HRM

Date

Date

WASHTENAW COMMUNITY COLLEGE

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New Instructor Seminar Release Time

Notwithstanding Section 0111, Duty Hours, of the Master Agreement, the undersigned parties agree as follows:

The Vice President of Instruction may assign any new full-time permanent professional Instructor up to three (3) hours of release time to attend the College's New Instructor Seminar. If so assigned, the seminar will become a part of the instructor's base load and attendance will be required.

This action constitutes the entire agreement between the parties, and it shall not be considered precedent setting in any way.

FOR THE ASSOCIATION

FOR THE COLLEGE

Ruth A. Hatcher
President, WCCEA

Douglas P. Kruzal
Associate Vice President, HRM

Date

Date

WASHTENAW COMMUNITY COLLEGE

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UA Summer Training Program

In recognition of the United Association's (UA) long-term and substantial commitment to Washtenaw Community College and our community, and notwithstanding Section 0011, Equal Application of the Contract, of the Master Agreement, the undersigned parties agree that UA members, hired as part-time instructors for the UA Summer Training Program, may be paid up to the maximum instructional overload rate (as defined by Section 0108.2 of the Master Agreement). Furthermore, the College may reimburse UA members for usual and customary expenses related to their travel and housing in the Ann Arbor area for the purpose of teaching in the UA Summer Training Program.

This Action Constitutes the entire agreement between the parties, and it shall not be considered precedent setting in any way.

FOR THE ASSOCIATION

FOR THE COLLEGE

Ruth A. Hatcher
President, WCCEA

Douglas P. Kruzel
Associate Vice President, HRM

Date

Date

WASHTENAW COMMUNITY COLLEGE

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THE WASHTENAW COMMUNITY COLLEGE EDUCATION ASSOCIATION

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Arena Advising

The College and the Association agree that faculty members are best suited to advise students with regard to the requirements, benefits, and potential results for the academic courses and programs in which they teach. It is in the mutual interest of the College and the Association that students receive accurate and timely information with regard to the College's programs. Each faculty member is required, as a part of the faculty member's base load, to advise students regarding the College's courses and programs.

Nevertheless, in the interest of better serving the interests of students, the Administration has proposed that a new pilot procedure for student academic advising be implemented. This letter of understanding sets forth the understanding of the parties with regard to the participation of faculty members in the "arena advising" procedures and the compensation of faculty for academic advising.

1. "Arena Advising" means academic advising of students under the following conditions:
 - a. Prior to registration for each term, the administration will set aside certain times in which students interested a particular courses or program may sign up to talk with a faculty member regarding thre academic requirements for that course or program.
 - b. The academic advising sessions will be set for a particular time or times and will take place in the WCC Board Room or such other place as the Administration may designate. Each area will be assigned a session or sessions in the weeks before the beginning of each term, and the administration will inform students regarding the timeand place and the courses and programs to be featured.
 - c. Faculty members will be requested by the Administration to participate in the "arena advising" sessions. Faculty members will not be required to participate, but may participate upon mutual agreement between the Administration and the faculty member. If the faculty member has agreed to participate, the faculty member will receive additional training and information with regard to the programs with which the faculty member will be concerned.

- d. Participating faculty members will attend the “arena advising” sessions for their programs and will meet with and advise students who either sign up in advance or “walk in” during the sessions. Participating faculty members will also be expected to advise students regarding the College’s general education requirements.
2. Faculty members will receive compensation at the nonteaching overload rate for all hours spent in the designated arena advising sessions. The “arena advising” sessions will not affect the faculty member’s base load or eligibility for overload and may be in addition to full overload for a given term.
3. Nothing in this letter of understanding or the implementation of the “arena advising” procedure shall affect the obligation of all faculty members to maintain required office hours and to advise students as part of their base load assignment.

The parties recognize that the procedures for “arena advising” set out above are experimental in nature and that Administration retains the right to eliminate the procedures at any time, provided that the College has fulfilled its obligation to compensate faculty members for time already spent in advising sessions.

This letter of understanding shall not be considered precedent setting in any way.

FOR THE ASSOCIATION

FOR THE COLLEGE

Ruth A. Hatcher
President, Union

Douglas P. Kruzel
Associate Vice President, HRM

Date

Date

WASHTENAW COMMUNITY COLLEGE

LETTER OF AGREEMENT

Between

THE WASHTENAW COMMUNITY COLLEGE EDUCATION ASSOCIATION

And

THE WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES

Sabbatical Leave/Performance Improvement

Notwithstanding Section 0809, Sabbatical Leave, of the Master Agreement, the undersigned parties agree that a faculty member who is approved to take a sabbatical leave and is under a prescribed performance improvement plan at the time the sabbatical leave is to begin, will use the sabbatical leave to address their identified performance deficiencies or forfeit their right to take the sabbatical leave. Prior to beginning the sabbatical leave, the faculty member will work cooperatively with their Dean to identify specific goals and objectives, related to their performance deficiencies, to be addressed during the leave. Such goals and objectives will then be used to supplement the faculty member's performance improvement plan, and the Dean will review the faculty member's progress on such goals and objectives upon their return from the leave.

This action constitutes the entire agreement between the parties, and it shall not be considered precedent setting in any way.

FOR THE ASSOCIATION

FOR THE COLLEGE

Ruth A. Hatcher
President, WCCEA

Douglas P. Kruzel
Associate Vice President, HRM

Date

Date

WASHTENAW COMMUNITY COLLEGE

LETTER OF AGREEMENT

Between

THE WASHTENAW COMMUNITY COLLEGE EDUCATION ASSOCIATION

And

THE WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES

Thomas Penird-Contract Training Overload Limit Spring/Summer 2005

Notwithstanding Section 0108.3, and the Letter of Agreement-*Contract Training*, of the Master Agreement, the undersigned parties agree that Thomas Penird may exceed the contractual limit for overload of 495 contact hours per academic year during Spring/Summer 2005.

This action constitutes the entire agreement between the parties, and shall not be considered precedent setting in any way.

FOR THE ASSOCIATION

FOR THE COLLEGE

Ruth A. Hatcher
President, WCCEA

Douglas P. Kruzel
Associate Vice President, HRM

Date

Date

WASHTENAW COMMUNITY COLLEGE

LETTER OF AGREEMENT

BETWEEN

THE WASHTENAW COMMUNITY COLLEGE EDUCATION ASSOCIATION

AND

THE WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES

Part Time Nursing

In response to the need to address contract provisions and administrative standards that govern workload conditions for all faculty departments at the College the parties agree to implement nursing faculty teaching loads as follows:

1. All part-time Nursing faculty members shall be subject to the provisions of Section 0011 (Equal Application of the Agreement,) except as identified in item 2 below.
2. For the selected course/sections listed below part-time adjunct and part-time Nursing faculty members may teach up to a maximum of 12 hours per week. This is applicable only for sections that meet 90 clinical/lab contact hours per 7.5 week session or up to a maximum of 180 clinical/lab hours per 15 week semester:
 - a. NUR 124: Acute Care Nursing I – Clinical Practice
 - b. NUR 132: Nursing of the Childbearing Family – Clinical Practice
 - c. NUR 224: Acute Care Nursing II – Clinical Practice
 - d. NUR 232 Nursing of Children – Clinical Practice
 - e. NUR 256 Mental Health Nursing – Clinical Practice
 - f. NUR 262 Transition to Registered Nurse Role – Clinical Practice
3. The Total Annual hours for Part Time Faculty is no more than 360 hours. Total annual hours for Part Time Adjunct faculty remains no more than 405 hours.
4. The Association and the Administration are committed to working cooperatively to ensure that departments work effectively and efficiently to accomplish essential duties.

This action constitutes the entire agreement between the parties, and shall not be considered precedent setting in any way.

FOR THE ASSOCIATION

FOR THE COLLEGE

Ruth A. Hatcher
President, WCCEA

Douglas P. Kruzel
Associate Vice President, HRM

Date

Date

WASHTENAW COMMUNITY COLLEGE

LETTER OF AGREEMENT

Between

THE WASHTENAW COMMUNITY COLLEGE EDUCATION ASSOCIATION

And

THE WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES

Physical Examinations Reimbursements

Notwithstanding section 0411.2 C, the undersigned parties agree to allow any faculty member to use their physical examination reimbursement from the 2003-2006 Master Agreement until August 25, 2006. The new reimbursement under this Agreement will become available August 26, 2006 and may be used before August 25, 2009.

This action constitutes the entire agreement between the parties, and shall not be considered precedent setting in any way.

FOR THE ASSOCIATION

FOR THE COLLEGE

Ruth A. Hatcher
President, WCCEA

Douglas P. Kruzel
Associate Vice President, HRM

Date

Date

WASHTENAW COMMUNITY COLLEGE

LETTER OF AGREEMENT

Between

THE WASHTENAW COMMUNITY COLLEGE EDUCATION ASSOCIATION

And

THE WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES

Professional Improvement Stipend

Notwithstanding Section 0811 of the Master Agreement, the undersigned parties agree to allow any remaining professional improvement funds from the 2003-2006, Master Agreement to be used until August 25, 2006. The funds will begin to accumulate beginning August 26, 2006 to be used prior to August 25, 2009.

This action constitutes the entire agreement between the parties, and shall not be considered precedent setting in any way.

FOR THE ASSOCIATION

FOR THE COLLEGE

Ruth A. Hatcher
President, WCCEA

Douglas P. Kruzel
Associate Vice President, HRM

Date

Date

WASHTENAW COMMUNITY COLLEGE

LETTER OF AGREEMENT

Between

THE WASHTENAW COMMUNITY COLLEGE EDUCATION ASSOCIATION

And

THE WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES

Martha Showalter, Rosemary Wilson, Bill Abernethy & Granville Lee

Faculty member Martha Showalter agreed to serve as Dean of the Division of Math, Natural, and Behavioral Sciences, faculty member Rosemary Wilson agreed to serve as Dean of Business and Computer Technologies, faculty member Bill Abernethy agreed to serve as Dean of Humanities and Social Science, and faculty member Granville Lee agreed to serve as Dean of Health and Applied Technologies effective July 1, 2001.

Notwithstanding Section 0303 of the Master Agreement, the undersigned parties agree that Ms. Showalter, Ms. Wilson, Mr. Abernethy and Mr. Lee may serve up to five (5) additional years from June 30, 2005, in the respective administrative positions without loss of seniority under the Master Agreement. Should Ms. Showalter, Ms. Wilson, Mr. Abernethy and Mr. Lee return to a position within the bargaining unit at any time, they shall be considered, in terms of seniority and all other rights and benefits to have continued in the bargaining unit during the time they held the administrative positions not to exceed a maximum of five (5) years.

The parties understand that Ms. Showalter, Ms. Wilson, Mr. Abernethy and Mr. Lee, in conjunction with their respective departments, and with the approval of the Vice President of Instruction, may teach under the applicable provisions of the Master Agreement for administrators teaching on a part-time basis.

This action constitutes the entire agreement between the parties, and it shall not be considered precedent setting in any way.

FOR THE ASSOCIATION

FOR THE COLLEGE

Ruth A. Hatcher
President, WCCEA

Douglas P. Kruzel
Associate Vice President, HRM

Date

Date

WASHTENAW COMMUNITY COLLEGE

LETTER OF AGREEMENT

Between

THE WASHTENAW COMMUNITY COLLEGE EDUCATION ASSOCIATION

And

THE WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES

Residential Construction Program

The parties recognize that the ensured success of the Residential Construction Program requires a new and unique faculty position, and as such, they agree to create the Construction Foreman position (job description attached) starting Fall 2003.

The Construction Foreman shall be considered the equivalent of Classified Faculty for the purposes of duty hours, overtime and annual schedule.

The Association and the College will review the status of the Construction Foreman position prior to the end of the Winter Semester 2008. Continuation beyond Winter Semester 2008 will depend upon mutual agreement at that time. The College reserves the right to end the Residential Construction Program and/or the Construction Foreman position at any time. There shall be no continuing contract rights for the Construction Foreman position should the College decide to end the program.

The Construction Foreman position will be compensated at the Classified Faculty level 114.

This action constitutes the entire agreement between the parties, and it shall not be considered precedent setting in any way.

FOR THE ASSOCIATION

FOR THE COLLEGE

Ruth A. Hatcher
President, WCCEA

Douglas P. Kruzel
Associate Vice President, HRM

Date

Date

WASHTENAW COMMUNITY COLLEGE

LETTER OF AGREEMENT

Between

THE WASHTENAW COMMUNITY COLLEGE EDUCATION ASSOIATION

And

THE WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES

Residential Construction Program Foreman

The parties recognize that the continued success of the Residential Construction Program requires a second unique faculty position, and as such they agree to create the second Construction Foreman position starting August 9, 2004. This position shall follow the same duration, job description and compensation as stated in the letter of agreement titled Residential Construction Program dated August 28, 2003 and renewed with his Master Agreement.

This action constitutes the entire agreement between the parties, and it shall not be considered precedent setting in any way.

FOR THE ASSOCIATION

FOR THE COLLEGE

Ruth A. Hatcher
President, WCCEA

Douglas P. Kruzel
Associate Vice President, HRM

Date

Date

WASHTENAW COMMUNITY COLLEGE

LETTER OF AGREEMENT

Between

THE WASHTENAW COMMUNITY COLLEGE EDUCATION ASSOCIATION

And

THE WASHTENAW COMMUNITY COLLEGE BOARD OF TRUSTEES

Calculating Full-Time Faculty Contact Hours in the Spring-Summer Semester

In response to the calendar recently implemented for the Spring-Summer Semester, and wishing to insure that Washtenaw Community College Students enrolled in Spring-Summer courses have maximum access to the full-time faculty, the parties agree that contact hours for professional faculty teaching in the Spring-Summer 2005 semester will be calculated assuming that Spring-Summer courses will maintain a typical schedule (e.g., if a ten-week section with 45-contact hours that, under normal circumstances, would have 20 class meetings, loses one or more class meetings due to a national holiday, weekly contact hours will be calculated as if the section were scheduled to meet 20 times).

This agreement is not intended to allow instructors to teach beyond the 21-hour limit set forth in Paragraph 108.3 except under the unique circumstances set forth above.

FOR THE ASSOCIATION

FOR THE COLLEGE

Ruth A. Hatcher
President, WCCEA

Douglas P. Kruzel
Associate Vice President, HRM

Date

Date

INDEX

Absences and Tardiness	6	Curriculum.....	5
Academic Advising	28	Curriculum Committee.....	25
Academic Departments	5	Definition of Full-Time Professional Faculty	15
Access to Information	9	Definition of the Work Day.....	14
Administrative Consultation.....	9	Definitions and Faculty Assignments.....	12
Agreement Date	7	Dental Insurance Coverage.....	39
Alleviation of Overstaffing.....	35	Department Chairs.....	25
Alternative Assignments	25	Dependent Tuition Grants	37
Appendices.....	53	Disability Insurance Coverage.....	41
Appendix A-0 - College Calendar 2005-2006.....	54	Distance Learning/Learning Technology	7
Appendix A-1 - College Calendar 2006-2007.....	55	Division Procedures.....	33
Appendix A-2 - College Calendar 2007-2008.....	56	Duration of the Agreement	52
Appendix A-3 - College Calendar 2008-2009.....	57	Duty Hours/Assignment: Classified Faculty.....	21
Appendix B-1 - Professional Faculty Compensation.....	58	Duty Hours: Professional Instructors	18
Appendix B-2 - Provisions for Initial Point Allocation For Professional Faculty Members.....	60	Duty Hours: Professional Service Personnel and Professional Librarians	21
Appendix B-3 - Point Additions: Service, Academic Work ...	61	Duty Hours: Professional Counselors.....	20
Appendix C-1 - Compensation for Classified Faculty	62	Effect by Passage of Law	8
Appendix C-2 - Qualifications and Placement of Instructional Laboratory Assistants.....	63	Employee Reimbursement Options	41
Appendix C-3 -Qualifications and Placement of Student Services Advisors	64	Equal Application of the Contract.....	8
Appendix C-4 - Qualifications and Placement of Clinical Instructors	65	Evaluation of Performance.....	32
Appendix C-5 - Qualifications and Placement of Laboratory Instructors	66	Exclusive Rights.....	8
Appendix D - Personnel Procedures.....	67	Experimentation and Classroom Research.....	7
Appointments, Promotions And Related Matters.....	34	Faculty Lounge	39
Arbitration	51	Faculty Member Rights.....	11
Assault or Injury.....	38	Faculty Parking	37
Assignments and Loads--Professional Instructors Whose Primary Responsibility is Teaching English.....	14	Faculty Planning, Development, and Evaluation	5
Association Business	10	Faculty Protection And Assistance	37
Association Leave	10	Faculty Role	6
Association Security	42	Faculty Schedules and Other Assignments	24
Attendance at College Functions	24	Faculty Tuition Grants.....	37
Bereavement Leave	44	Faculty, Personnel, And Divisional Procedures	12
Christmas Holidays.....	22	Flexible Benefits Plan.....	39
Citizenship Rights	11	Full-time Adjunct Faculty Member.....	16
Classrooms and Equipment	38	Full-Time Professional Faculty	15
COBRA	48	Grievance Appearance and Representation	50
College Bookstore.....	37	Grievance Procedure.....	49
College Calendar.....	12	Grievance Time Limits.....	50
Commitment to Professional Responsibilities	7	Group Life Insurance Coverage	39
Communications Devices.....	25	Health Services.....	38
Compensation	42	Holidays	22
Continuance of Operations.....	8	Jury Duty.....	45
Continuation of Benefits.....	36	Laboratory Sections.....	14
Continuing Contracts	31	Leave for Birth of Child or Adoption.....	48
Continuing Education Classes.....	13	Leave for Education	48
Continuing Education/Job Skills Education	6	Leave for Professional Organization Service.....	48
Contract Implementation Committee.....	51	Leave for Public Service.....	45
Contrary to Law Provision	7	Leaves of Absence for Personal Illness	44
Copies of Agreement.....	9	Lecture.....	14
Course Syllabi.....	4	Length of Academic Year Contract.....	12
Course Syllabus.....	19	Letters Of Agreement:	
Cross-Departmental Collaboration	5	<i>Arena Advising</i>	87
		<i>Assessment Steering Committee Reassigned.....</i>	69
		<i>Benefits for Domestic Partners</i>	70
		<i>Calculating Full-Time Faculty Contact Hours in the Spring-Summer Semester</i>	97
		<i>Classified Faculty Paid Time Off.....</i>	78

<i>Contract Training</i>	71	Personal Rights Protected.....	8
<i>Faculty Advisor to Phi Theta Kappa</i>	80	Personnel Files: Contents.....	29
<i>Faculty Evaluation Ad Hoc Committee</i>	79	Personnel File: Access.....	28
<i>Interpretation of Outside Funding</i>	84	Personnel Policies And Procedures.....	28
<i>Martha Showalter, Rosemary Wilson, Bill Abernethy & Granville Lee</i>	94	Posting of Association Notices.....	10
<i>New Instructor Seminar Release Time</i>	85	Preamble.....	4
<i>Part Time Nursing</i>	91	Professional Improvement.....	48
<i>Physical Examinations Reimbursements</i>	92	Program/Discipline Advisory Committee.....	27
<i>Professional Improvement Stipend</i>	93	Programs Funded Outside College Funds.....	15
<i>Program Manager</i>	82	Progressive Discipline.....	31
<i>Residential Construction Program</i>	95	Promotions and Transfers.....	37
<i>Residential Construction Program Foreman</i>	96	Public Sector.....	25
<i>Sabbatical Leave/Performance Improvement</i>	89	Qualified Faculty.....	4
<i>The Evaluation Process and the PDE Appeals Committee</i>	73	Reappointment.....	35
<i>Thomas Penird-Contract Training Overload Limit Spring/Summer 2005</i>	90	Recitation.....	14
<i>UA Summer Training Program</i>	86	Recognition.....	7
Letters Of Understanding:		Recognition, Rights, And Guarantees.....	7
<i>Part Time Faculty Specialized Pay Rate</i>	77	Reimbursement for Emergency Job-Related Medical Costs.....	37
<i>Professional Counselors/Librarians Hired before 1997</i>	81	Reimbursement for Loss or Damage.....	37
Limitations: Extended Day Schedules.....	18	Release Time for Negotiations.....	8
Managements Rights.....	9	Remittance of Dues.....	43
Master Class Schedule.....	5	Requests for Deduction.....	43
Medical Insurance Coverage.....	40	Review of Course Credit.....	6
Meeting Rooms.....	10	Rights to Organize and Support.....	9
Meetings.....	33	Sabbatical Leave.....	46
Message Center.....	39	Selection of Negotiators.....	8
Military Leave.....	45	Seniority Date.....	32
Miscellaneous.....	51	Sick Leave.....	43
Mutual Consent Leave.....	48	Special Training or Advanced Education Leave.....	45
New and Experimental Programs/Projects.....	15	Sponsorship of Student Activities.....	28
New Appointees.....	30	Student Retention.....	6
New Personnel Positions.....	34	Student Services Convener.....	27
Non-Discrimination.....	28	Study Problems/Co-op and Similar Courses.....	6
Office Hours.....	5	Subsequent Agreement.....	52
Office Space.....	10, 37	Supervised Study/Study Problems/Independent Study.....	19
Official Association Participation at Board.....	10	Teaching and Learning.....	5
Optimization of Class Sections.....	6	Teaching Assignments and Loads--Definitions.....	14
Order of Reassignment.....	35	Telecourses.....	14
Overall Staff Reduction.....	35	Temporary Reassignment.....	34
Overload.....	16	Termination.....	31
Ownership and Use of Staff Developed Material.....	11	The Academic Day.....	13
Part-Time Employees.....	15	The Academic Week.....	13
Part-time Faculty.....	6	The Academic Year.....	12
Part-Time Faculty Contact Hour Generation.....	15	Transportation.....	23
Performance Contracts.....	9	Use of Facilities.....	10
Permanent Promotions.....	34	Vacancies.....	34
Personal Business Leave.....	44	Vacation Period.....	23
		Vacation Schedule (Classified Faculty).....	23
		Waiver Clause.....	52
		Workplace Learning.....	19

WASHTENAW COMMUNITY COLLEGE

EEO/Title IX/Section 504 Statement

Washtenaw Community College does not discriminate on the basis of race, sex, color, religion, national origin, age, disability, height, weight, marital status, or veteran status in provision of its educational opportunities or employment opportunities and benefits.

WCC does not discriminate on the basis of sex or disability in the educational programs and activities which it operates, pursuant to the requirements of Title IX of the Education Amendments of 1972, Public Act 453, Section 504 of the Rehabilitation Act of 1973, and Public Act 220 respectively. This policy extends to both employment by and admission to the College.

Inquiries concerning Title IX and Section 504 should be directed to the office of the Associate Vice President of Student Services, Student Center Building, Washtenaw Community College, Ann Arbor, MI. 48106, Phone: (734) 973-3536. Charges of violation of the above policy also should be directed to the College Affirmative Action Officer in the Office of Human Resource Management, Student Center Building, Phone: (734) 973-3497.