

COLLECTIVE BARGAINING AGREEMENT

Between

**KALAMAZOO VALLEY COMMUNITY COLLEGE
("KVCC")**

and

**KALAMAZOO VALLEY COMMUNITY COLLEGE
FEDERATION OF TEACHERS ("KVCCFT")**

**January 1, 2015
through
Last Day Summer Semester 2018**

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ARTICLE I
RECOGNITION OF CHAPTER

Kalamazoo Valley Community College ("Employer" or "KVCC") recognizes the Kalamazoo Valley Community College Federation of Teachers ("KVCCFT") as the sole and exclusive representative for the purposes of collective bargaining in respect to wages, hours and all other conditions of employment for all employees in the bargaining unit described below:

Section 1: Included

All employees appointed by KVCC as part-time Adjunct faculty holding an appointment(s) greater than or equal to one (1) credit hour in the current semester at KVCC, engaged in any of the following teaching/instructional duties:

- Course development, including class assignment schedule preparation
- In-class teaching/lecturing (and preparation therefore)
- Online instruction (and preparation therefore)
- Grading/student evaluation
- Office hours
- Advising

Section 2: Excluded

- A. Those enrolled as students at KVCC, unless they possess an appropriate degree in the subject they teach.
- B. Employees in the following classifications: lab assistants (including computer lab assistants, wind turbine lab assistants); lab coordinators; models; tutors; police academy paraprofessionals; special assignment staff/interns (including lab assistants, corrections academy and HVAC); hourly paid (not paid on a credit-hour basis) clinicians and others filling instructional roles at KVCC (e.g. EMT, Fire Science and Police Academy programs).
- C. Full-time KVCC employees whose primary non-teaching/instructional position involves ancillary instructional duties for which the employee receives no additional compensation.
- D. Volunteers and others who engage in teaching/instructional duties but receive no monetary compensation.
- E. Those who teach/instruct because they hold non-KVCC positions as Fire Chief, Assistant/Deputy Fire Chief, Police Chief, Assistant/Deputy Police Chief.
- F. Advisors, Coaches, Coordinators, Managers/Supervisors, Confidential Employees.

G. Employees represented by the Kalamazoo Valley Community College Faculty Association (“KVCCFA”).

H. All other employees.

ARTICLE II DEFINITIONS

Academic Year: The combined period of the fall, winter and summer semesters as identified on the academic calendar.

Adjunct Faculty: All employees appointed by the Employer as part-time faculty holding an appointment greater than or equal to one (1) credit hour in the current semester.

Administration: Board appointed administrators.

Agreement: The collective bargaining contract between Kalamazoo Valley Community College (KVCC) and the Kalamazoo Valley Community College Federation of Teachers (KVCCFT).

American Federation of Teachers: National labor organization, with affiliation to the AFL/CIO, which supports the KVCCFT.

Bargaining Unit: The sum of all Adjunct faculty who are employed by KVCC and are represented by the KVCCFT.

Business Day: Any day excluding weekends, observed holidays, the break between Fall and Winter semester, Spring Recess, the break between Winter and Summer semester and other scheduled and unscheduled closings.

Business Hours: The hours when KVCC conducts business, generally between 7:30 a.m. and 10:30 p.m., excluding weekends, observed holidays, the break between Fall and Winter semester, Spring Recess, the break between Winter and Summer semester and other scheduled and unscheduled closings.

Calendar Day: Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday.

Calendar Year: January 1 through December 31.

Consecutive Semesters: Back to back semesters, i.e., fall/winter, winter/summer, summer/fall.

Course Contact Hour: Fifty minutes of student instruction in which the student is scheduled to come into contact with an instructor through lecture/discussion and/or standard lab.

Course Credit Hour: KVCC uses the semester-based definition of one course credit hour being no less than 800 minutes.

Employer: Kalamazoo Valley Community College.

Federation: Kalamazoo Valley Community College Federation of Teachers.

Office Hour: An appropriately scheduled student consultation period of 60 minutes per week.

Semester: A period of instruction, generally 15 weeks in length.

Service Hours: A combination of teaching or classroom time, class preparation time, grading of papers and exams and office hour.

Special Length Session: A session within the academic year that is scheduled to meet less than 15 weeks.

Standard Lab: A lab session during which an adjunct works with students in small groups or individually as they complete assignments which usually require application or information obtained through lecture or discussion.

Union Membership: Dues-paying members of the KVCCFT.

Union Representative: A Federation member appointed by the KVCCFT officers and/or elected by dues-paying Federation membership.

ARTICLE III

NON-DISCRIMINATION

The Employer and KVCCFT mutually agree they will not discriminate against any bargaining unit member by reason of race, color, religion, gender, weight, height, marital status, veteran status, disability, national origin, handicap, gender identification, sexual orientation, age, political affiliation, Federation membership, economic circumstance, physical or mental ability, physical or mental characteristic, or philosophy or any other classification or characteristic protected by law.

Adjuncts will be afforded any additional protections, more expansive than above, as set forth in any current non-discrimination policies of the Board of Trustees of KVCC.

Nothing in this Agreement shall be construed to prevent an Adjunct who alleges discrimination from – after exhausting his/her rights under the grievance procedure – exercising his/her constitutional or statutory rights.

The following person has been designated to handle inquiries regarding non-discrimination: Executive Vice President for Instructional and Student Services, 6767 West O Avenue, Kalamazoo, MI 49009; (269) 488-4434.

**ARTICLE IV
MANAGEMENT RIGHTS**

The Employer retains, solely and exclusively, all its inherent rights, functions, duties, and responsibilities with the unqualified and unrestricted right to manage, direct and control the College and its programs and operations, except where limited by the express and specific terms of this Agreement.

The exercise or non-exercise of a management right does/will not constitute a waiver of any such rights by the Employer. The only limits on the Employer's managements' rights are those explicitly and specifically set forth in this Agreement. However, this Agreement shall in all cases be interpreted so as not to deprive the Employer of its legal authority to control all final decisions regarding its academic and non-academic programs/operations.

**ARTICLE V
KVCC FEDERATION OF TEACHERS' RIGHTS**

Section 1: KVCCFT Use of the Employer's Facilities/Buildings

The Federation shall have the right to make reasonable use of the Employer's facilities for membership meetings (subject to customary charges); provided that such use shall not interfere with College business and/or the Employer's use of its facilities and that the request is made with reasonable advance notice to the Employer.

Section 2: Transaction of Federation Business

- A. Designated Federation Member Representatives shall be permitted to transact official KVCCFT business on the Employer's properties at reasonable times, provided such transactions do not interfere with or interrupt College operations, personnel or students.
- B. Federation business shall be transacted at times that do not interfere with the performance of bargaining unit members' assignments.

Section 3: Federation Office Space with Phone

- A. The Employer shall provide the Federation with vacant office space for the Federation's use, without cost, on the Texas Township Campus. The office will be equipped with standard office furniture: desk, chairs, filing cabinet, telephone, and bookshelf. Only Federation officers will be granted access to the office with keys, a code, or I.D. cards. The phone bill will be charged to the Federation.
- B. The Federation may post a sign on the designated office door's exterior, designating the KVCCFT office, and may post materials within the designated office.

Section 4: Use of Employer Equipment

The Federation may use the Employer's equipment, such as duplicating and audiovisual, provided that such use shall not interfere with the Employer's use, shall not require the services of any non-bargaining unit employees and shall not be used in a manner that interferes with the Employer's operations, personnel or students. The Federation will be charged and will pay any customary charges for use of such Employer equipment. Requests to use such equipment shall be processed through regular Employer procedures/channels.

Section 5: Use of Bulletin Boards

- A. The Employer will provide the Federation with a designated bulletin board in each designated faculty lounge. The Federation may affix/post notices concerning its business and activities on the designated bulletin board.
- B. All notices posted/affixed to the bulletin board shall be signed by a responsible officer of the Federation and will concern Federation and/or bargaining unit business and/or social events.
- C. In no case will the Federation post derogatory or defamatory material about the Employer or any employee of KVCC. All postings shall bear the name of the Federation.

Section 6: Use of Mail Services

The Federation may make reasonable use of the Employer's interoffice mail system (including employee mailboxes) and electronic mail service (e-mail). Such use shall be per the Employer's policy and customary practices.

Section 7: Seminar Days

During Seminar Days, the Federation shall have the right to set up a display table to provide information to all bargaining unit members.

ARTICLE VI ADJUNCT RIGHTS

Section 1: Review of Personnel File

- A. There shall be one (1) official personnel file per Adjunct faculty member.
- B. The Adjunct shall have the right to review the contents of his/her personnel file on business days during the hours Human Resources is open and upon reasonable written request. A Federation representative may accompany the Adjunct while reviewing his/her personnel file. An administration representative will also be present during such review. References will not be available for review.

- C. An Adjunct will be given written notice of the insertion into his/her file of any material which reflects upon his/her professional duties and which has not been positively identified as having been copied to the Adjunct.
- D. The Adjunct may submit a written objection to Human Resources to anything in his/her personnel file. The Adjunct's written objection will be attached to the objectionable material and become part of his/her personnel file.
- E. Unless legally required/authorized, the Employer will not release the contents of the Adjunct's personnel file to any organization/person external to KVCC except upon the Adjunct's written consent.

Section 2: Library Privileges

Adjuncts will have the same borrowing privileges as any other KVCC employee during a semester/session in which they are teaching; such materials must be returned no later than the end of the employment date for the current semester/session. Adjuncts are not exempt from customary and ordinary fines for overdue items or replacement charges for lost/stolen items.

Section 3: Intellectual Property

Adjuncts will have intellectual property rights as set forth in the Employer's Cabinet Member Operating Policies ("CMOP"; available on the Employer's intranet).

Section 4 : Office Space and Equipment

As resources and space permit, the Employer will provide access to office space and equipment (e.g. desk or work space/surface, computer, file cabinet, bookshelf, etc.) to aid Adjuncts in fulfilling their employment obligations to the Employer.

Section 5: Parking

The Employer shall provide parking and issue parking passes at no charge.

Section 6: Academic Freedom*

Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research. . . . Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning.

Therefore, within the law, full freedom of inquiry and teaching shall be maintained and encouraged. Faculty members are entitled to freedom in the classroom in discussing their

subjects, but shall avoid introducing into the teaching process controversial matter which has no reasonable relationship to the subject and shall not without just cause restrain a student from independent action in the student's pursuit of learning, and shall not without just cause deny the student access to varying points of view. Faculty shall not deliberately suppress or distort subject matter for which they bear responsibility.

Faculty are citizens, members of a learned profession and employees of an educational institution. When they speak or write as citizens, they shall be free from institutional censorship or discipline, but their special position in the community imposes special obligations. Faculty should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

*The preceding excerpt is taken from the AAUP's 1940 Statement of Principles on Academic Freedom and Tenure; AAUP Policy Documents and Reports, 1995, 3-4.

ARTICLE VII

INFORMATION

Section 1: Notification of New Adjunct Hire

The Employer shall provide the Federation President or his/her designee a list of new Adjuncts (i.e. individuals who have not taught for the Employer previously, in the bargaining unit). The list will be provided at least two (2) weeks prior to the first day of the fall semester, winter semester and summer semester; the list will be updated and provided during the two (2) weeks preceding the first day of the fall semester, winter semester and summer semester. The following information will be provided:

- A. Adjunct's name
- B. Adjunct's email address
- C. Adjunct's telephone number (if available)

Section 2: Initial Adjunct List

The Employer shall provide the Federation Treasurer or his/her designee, and at no cost to the Federation, a list of current Adjuncts in the bargaining unit. The Initial Adjunct List will be provided as an editable electronic file no later than twenty-one calendar days after the first day of classes fall semester, winter semester and summer semester and will contain the following information for each Adjunct appointment:

- A. Adjunct's name (for each bargaining unit employee the Employer can identify as of the date the list is prepared/provided)

- B. Adjunct's Identification Number
- C. Contracted Salary

The Initial Adjunct List is preliminary in nature and the information provided may be amended in the Amended Adjunct List.

Section 3: Amended Adjunct List

The Employer shall provide to the Federation Treasurer or his/her designee, and at no cost to the Federation, a list of current Adjuncts in the bargaining unit. The Amended Adjunct List will be provided as an editable electronic file no later than the second Friday in October, the second Friday in February and the second Friday in June, containing the following information for each Adjunct appointment:

- A. Adjunct's name
- B. Adjunct's home address (provided the Employer possesses the information)
- C. Adjunct's telephone number (provided the Employer possesses the information)
- D. Adjunct's email address
- E. Employing department
- F. Appointment start date
- G. Appointment end date
- H. Credit/Contact hours assigned
- I. Contracted Salary

Section 4: Changes to the Amended Adjunct List

If an Adjunct's salary changes or if an Adjunct is added to or removed from the Amended Adjunct List after the second Friday in October, the second Friday in February or the second Friday in June, the Employer will make a good faith effort to notify the Federation within seven (7) business days after the Employer becomes aware of the change.

Section 5: Legislative/Judicial Directives

If the state legislature determines or a court of competent jurisdiction rules it is impermissible for the Employer to provide any of the above information, the Employer will give the Federation the opportunity to meet on the matter before complying with the legislative or court order.

ARTICLE VIII

FEDERATION MEMBERSHIP, DUES AND PAYROLL DEDUCTION

Section 1: Bargaining unit members who choose to be Federation members may authorize the Employer to deduct membership dues from each regular part-time teaching paycheck.

Section 2: No later than thirty (30) calendar days following the Information deadlines for Fall semester and Winter semester established in Article VII, Section 2 of this Agreement, the Federation will provide to the Employer:

- A. A list (in Microsoft Excel or other mutually agreeable electronic format) of all Federation members who have authorized payroll deduction of membership dues (corresponding signed payroll deduction authorization cards [in a form acceptable to the Employer] will be produced if requested by the Employer).
- B. The list will include the dues amount to be deducted from each Adjunct's regular part-time teaching paychecks. This per pay period/paycheck dues deduction amount will thereafter be used (starting with the first payroll pay period occurring no earlier than 15 calendar days after the Employer receives the list) by the Employer for the entire semester (i.e. changes in the Adjunct's workload/income will not result in recalculation of or change to the per pay period/paycheck dues deduction amount). The Employer will only deduct/collect dues during Fall semester and Winter semester.
- C. The Employer will, within ten (10) business days after deductions are made, remit the deductions (e.g. check, electronic transfer, etc.) to the KVCCFT.
- D. The Employer will honor an Adjunct's payroll deduction authorization until either:
 1. The Adjunct does not work in the bargaining unit for at least one Fall semester or one Winter semester, or
 2. The KVCCFT notifies the Employer in writing that the Adjunct has revoked his/her payroll deduction authorization.

Section 3: The Employer's Payroll Office shall use its best efforts to make authorized deductions in the manner set forth but assumes no responsibility for any errors in calculating or making such deductions other than to correct such errors. In the event of overpayment, the KVCCFT agrees to refund such monies within twenty (20) calendar days, upon presentation of evidence of error or mistake. In the event of underpayment, the Employer agrees to make necessary corrections and remit the appropriate amount within twenty (20) calendar days, upon presentation of evidence of error or mistake.

Section 4: Discrimination

The Employer and KVCCFT will not discriminate against any Adjunct based on the Adjunct's choice to either join or not join the Union or pay or not pay union dues. Any Adjunct who believes he/she has been harassed or discriminated against because of such choices should complain as set forth in the Employer's harassment/EEO policy and/or as set forth in this Agreement's Article 3.

Section 5: Indemnification

- A. The KVCCFT agrees to indemnify, defend and hold the Employer harmless against any and all claims, suits and/or other forms of liability that may arise out of or by reason of actions taken and/or deductions made by the Employer pursuant to this Article, or by reason of the Employer complying with the provisions of this Article.
- B. If defense and/or legal representation appear(s) necessary:
 - 1. Legal counsel KVCCFT provides to represent the Employer must be acceptable to the Employer,
 - 2. KVCCFT and the legal counsel it provides to represent the Employer must consult the Employer regarding legal strategy to be used in defending the Employer, and
 - 3. When defending the Employer KVCCFT shall have the right to compromise or settle any monetary claim brought against the Employer, its officers, employees or agents, provided the KVCCFT first consults the Employer and the proposed compromise or settlement is acceptable to the Employer.

ARTICLE IX

PARTICIPATION IN GOVERNANCE

Section 1: Shared Governance

Shared governance provides a mechanism for experienced Adjuncts to collaborate with their peers and contribute their expertise and experience to the College. A shared governance structure in which all parties work collaboratively is critical to the KVCC Mission Statement of "enriching the lives of our students and communities through quality educational programs and services."

- A. It is a Federation priority to ensure Adjuncts are given a voice in matters that impact their teaching and student progress in academic programs.

- B. To that end, Adjuncts may submit written recommendations regarding matters not already covered by this Agreement that are relevant to their teaching/instructional duties.
- C. The appropriate administrator will give due consideration and will provide a written response to all written recommendations.

Section 2. Participation

- A. All College standing committees and councils will be posted on the Employer's Intranet.
- B. Adjuncts may volunteer for College standing committees and councils in the same manner as all KVCC employees.

Section 3. Classroom Governance

- A. Each Adjunct is responsible for managing and upholding the academic integrity of her/his classroom.
- B. Each Adjunct will (with the exception of any electronic device or aid intended to "reasonably accommodate" a student's physical or mental disability) decide how she/he wishes to deal with electronic devices in her/his classroom. Exceptions should be considered/granted on a case-by-case basis.
- C. It is recommended that each Adjunct notify his/her students of the faculty member's general expectations (e.g. behavior, attendance, conduct, use of electronic devices, etc.) via the "Class Assignment Schedule" (syllabus).
- D. In resolving any grade dispute the Employer will look primarily at (in order):
 - 1. The evaluative criteria for student grading as set forth in the Adjunct's "Class Assignment Schedule" (syllabus); and
 - 2. The Adjunct's written assessment of the student's performance in meeting the stated evaluative criteria; and
 - 3. The Adjunct's oral assessment of the student's performance in meeting the stated evaluative criteria.

ARTICLE X

ADJUNCT FACULTY CONDUCT AND RESPONSIBILITIES

Section 1: Adjunct Faculty Responsibilities

At a minimum Adjunct Faculty will adhere to the following:

- A. Adjuncts are responsible for following the Employer's policies and procedures not in conflict with this Agreement.
- B. Adjuncts are responsible for carrying out their duties under the direction of and according to the requirements of their respective departments.
- C. Adjuncts shall be responsible, under the direction of the department chair and/or Employer, for maintaining the integrity of scholarship, grades and professional standards of instruction.
- D. Adjuncts are expected to meet their classes at scheduled times.
- E. Adjuncts will make themselves available for consultations with students during scheduled office hours.

Section 2: Adjunct Faculty Conduct and Discipline

- A. The Employer shall have the right to establish standards of professional conduct and rules and regulations which are not in conflict with this Agreement.
- B. No Adjunct will be disciplined or have his/her employment terminated without just cause. Discipline shall be subject to the grievance procedure.
- C. Upon request, an Adjunct may have a Federation representative at an investigatory interview or a disciplinary meeting.

**ARTICLE XI
APPOINTMENTS**

The Employer will make all Adjunct faculty appointments. All appointments will be made on a semester basis. No appointment(s) shall create any right, interest or expectancy in any further/future appointment(s), except as otherwise provided in this Article. The ultimate authority for appointments resides in the Employer.

Section 1: Definition of Appointment

“Appointment” is the decision of an Administrator to offer a section or sections to an Adjunct for a specific semester.

Section 2: Initial Appointment – Criteria

- A. The Employer having fulfilled its obligations to its full-time faculty;
- B. The department's needs and resources;
- C. Administrators weigh a variety of factors when making section appointments, including, but not limited to, post-secondary teaching experience, general

teaching experience at all institutions, subject-related experience, specialization, and availability, to find the best fit for each section. No single criterion is determinative of a section appointment.

Section 3: Reappointment – Criteria

- A. The Employer having fulfilled its obligations to its full-time faculty;
- B. The department's needs and resources;
- C. Administrators weigh a variety of factors when making section appointments, including, but not limited to, post-secondary teaching experience, general teaching experience at all institutions, subject-related experience, specialization, and availability, to find the best fit for each section. No single criterion is determinative of a section appointment.
- D. The Adjunct being in good standing in accord with Article XII.

Section 4: Continuing Status

Definition: The expectation of a continuing employment relationship between the Employer and the Adjunct faculty member.

- A. An Adjunct will achieve Continuing Status when he/she successfully completes part-time teaching of at least one semester (fall, winter, summer) in each of three (3) consecutive academic years in the same department.
- B. Upon achieving Continuing Status, the Adjunct will lose this status if the Adjunct does not teach in the department for four (4) consecutive semesters (fall, winter, summer); any subsequent appointment in the department will restart the accumulation of semesters for purposes of again achieving Continuing Status.
- C. Continuing Status is achieved in a specific department. An Adjunct teaching in multiple departments can achieve Continuing Status in each department.
- D. The Employer and the KVCCFT will maintain a "Continuing Status List" and will work jointly to annually update the "Continuing Status List".

Section 5: Section Preference Form

- A. In planning appointments for upcoming semesters, appointing Administrators shall e-mail, by January 15 for summer and fall appointments and by August 15 for winter appointments, a "Section Preference Form" only to those Adjuncts whose names appear on the "Continuing Status List". Departmental Section Preference Forms will include:

1. Instructions for completing and returning the form;
 2. Deadline for returning the completed form: no later than January 25 or August 25.
 3. The courses/sections available for that semester within the department, along with CRN, course title, number of credit/contact hours for each course, schedule for course/section (including start and end times), part of term, course duration and location.
 4. The Section Preference Form will request the Adjunct:
 - a. specify which courses/sections the Adjunct prefers to teach;
 - b. provide additional information about availability, if the Adjunct so chooses;
 - c. attach documentation relating to Section 3.C., if the Adjunct so chooses.
- B. The Adjunct is solely responsible for returning the completed Section Preference Form via e-mail to the appropriate Administrator no later than the deadline referenced in Section 5.A.2 above.
- C. Failure to timely return the form shall render the Adjunct ineligible for consideration for appointment for the forthcoming/upcoming semester. The Employer may, at its sole discretion, nevertheless offer an appointment to the otherwise ineligible Adjunct.
- D. When assigning sections, the Employer will make an effort to accommodate Adjuncts' preferences.
- E. The distribution, receipt and consideration of the "Section Preference Forms" do not obligate the Employer to provide a specific section to a Continuing Adjunct.

Section 6: Appointments - Notice

- A. No later than 45 calendar days prior to the first day of the semester, the Employer must provide to all Continuing Adjuncts who have timely returned a completed Section Preference Form either:
1. Written notice of appointment for one or more classes in the upcoming semester; or

2. Written notice that the Adjunct will not be offered any appointment in the upcoming semester or, if applicable, in the foreseeable future. If the Adjunct makes written request to the appointing Administrator within ten (10) business days after the Section 6.A.1. notification, the Employer will – within ten (10) business days after receiving the Adjunct’s written request - provide the Adjunct with a written explanation why he/she was not offered an appointment.
- B. If the Employer cancels a course/class (where there was an accepted offer of appointment) fewer than seven (7) calendar days before the course/class was scheduled to start/commence, the Employer shall:
1. Offer an equivalent section, if available, or
 2. Pay the Adjunct \$100

Section 7: Appointments - Temporary/Substitution

An assigned instructor unable to meet his/her instructional duties will be temporarily replaced as follows:

- A. The Employer may offer a “Temporary Appointment” to an Adjunct when the assigned instructor is absent three (3) or more consecutive calendar weeks (21 or more consecutive calendar days) during one semester. A “Temporary Appointment” contract will be acknowledged/agreed to by both the Employer and the Adjunct and will include the course title, section number, day and time, number of credit hours, number of lab hours (if applicable), beginning and end date, and total compensation.
- B. The Employer may offer a substitution appointment to an Adjunct when the assigned instructor is absent fewer than (3) three consecutive weeks (less than 21 consecutive calendar days) during one semester. A substitution appointment will be acknowledged/agreed to in writing.

Section 8: Vacancies

- A. If a full-time faculty position becomes available, the Employer will give equal/due consideration to qualified Adjuncts who timely apply.
- B. Any Adjunct applicant(s) not selected for a vacant full-time faculty position will be informed of the Employer’s decision as soon as possible after the hiring decision is announced.

ARTICLE XII
EVALUATION

Section 1: Classroom Observation Evaluation

- A. The Employer will observe newly hired Adjuncts each of the first two semesters taught (excluding summer). Adjuncts who teach only during summer semester will be observed one time each in their first two summer semesters.
- B. Beginning the third semester, Adjuncts will be observed once a year for two calendar years, after which observations will be conducted once every three years. With appropriate notice and explanation to the Adjunct, the Employer may schedule additional observations.
- C. When Adjuncts teach in multiple departments and/or on different campuses, the Employer will determine in which department and/or on which campus the observation will take place, subject to the schedule above.
- D. The Employer shall utilize one standard observation form for all Adjuncts. Adjunct faculty may make recommendations to the Employer regarding suggested changes to the standard observation form.
- E. The Adjunct and the Employer will mutually agree to the date, time and class to be observed. Absent agreement, the Employer will set the date, time and class. The Adjunct may arrange for another KVCC employee of his/her choice to attend the classroom observation as an observer.
- F. The Evaluator will provide the written evaluation to the Adjunct within fourteen (14) calendar days of the observation. Thereafter, either party may schedule a meeting to discuss the evaluation and the Evaluator's suggested adjustments (if any).
- G. An Adjunct may, within seven (7) calendar days, append a written response to the evaluation. The written evaluation will be signed by the Adjunct and the Evaluator before being placed in the Adjunct faculty member's personnel file.
- H. Observations and written evaluations shall not be grieved, with one exception, where the Adjunct alleges the Employer failed to comply with the above contractual procedures.
- I. Observation(s) and/or written evaluation(s) may be introduced during the grievance/arbitration procedure if the Employer disciplines, terminates or does not reappoint an Adjunct based on the Adjunct's observation(s) and/or written evaluation(s).

Section 2: Student Evaluations

- A. Adjuncts will conduct student course evaluations in all classes each semester using the Employer's standard approved instrument and process. Adjuncts may make recommendations to the Employer regarding suggested changes to the instrument and process.
- B. The Employer will place student course evaluation summaries in Adjuncts' personnel records. Adjuncts may also have student statements of appreciation placed in the Adjunct's personnel record.
- C. Student evaluations shall not be the only method of determining teaching effectiveness.

Section 3: Student Complaints

Provided the Employer complies with this Section 3, meritorious formal student complaints may affect an Adjunct's evaluation.

- A. Definition and General Provisions
 - 1. A complaint is a student's grievance or concern that he/she has been treated unfairly or that his/her rights have been violated.
 - 2. The student will first attempt to informally resolve his/her complaint per the Student Handbook's "Student Grievances and Concerns" process and the informal portions of the "Student Appeal Process".
 - 3. If the student's complaint is not resolved informally, the student may file a formal written complaint with the Executive Vice President for Instructional and Student Services as outlined in the Student Handbook's "Student Appeal Process". The Employer will notify the Adjunct when/if the Employer receives a formal student complaint.
- B. Student Complaint Process (Informal Process)

If a complaint from a student concerning an Adjunct is brought to a Dean, the Dean will refer the complaint to the appropriate Chair for resolution. If successful resolution is not achieved through the Chair, referral will go back to the Dean. Prior to taking action on the complaint, the Dean will discuss the complaint with the Adjunct. In an extraordinary circumstance, the Dean may inform the Adjunct after taking action on the student's complaint.
- C. Student Complaint Process (Formal Process)

Before the settlement meeting/discussion referenced in the Student Handbook's "Student Appeal Process" (Section II, B) takes place, the Employer will:

1. Provide the Adjunct with a copy of the student's written complaint.
2. Provide the Adjunct an opportunity (aided by a union representative if the Adjunct so desires) to review all materials constituting the Employer's investigative record.
3. Allow the Adjunct (aided by a union representative if the Adjunct so desires) to present materials in his/her defense.
4. The Employer will provide the Adjunct with a written decision, explaining either that the student's formal written complaint was found to have merit or not have merit.
5. The Adjunct may append a written statement to the Employer's written decision. This written statement must be submitted to the Executive Vice President for Instructional and Student Services no more than ten (10) calendar days after the date of the written decision.

D. Documentation

1. All student complaint records retained by the Employer will be maintained in accordance with established procedures, will be considered confidential and will be accessible only to those who have a "legitimate educational interest". Upon reasonable request, such records will be made available for review by the Adjunct.

ARTICLE XIII

PROFESSIONAL DEVELOPMENT

Section 1: Every Adjunct may choose to participate in professional development events on campus. These may include, but are not limited to Faculty Success Center offerings, Seminar Days, in-service programs, workshops, etc.

Section 2: When the Employer gives written approval for the Adjunct to attend and/or participate in any external training or professional development, the Employer will pay associated actual costs, subject to standard College reimbursement policies.

**ARTICLE XIV
COMPENSATION AND BENEFITS**

**2015
Winter and Summer Semesters**

Instructional Strategy	Base # Students	Rate Unit	< Than	
			Cont. Status	Cont. Status
1. Lecture/Disc.	15 - 45	Credit Hour	790.63	836.48
	46 - 89	Credit Hour	998.22	1055.99
	>89	Credit Hour	1276.35	1350.17
2. Composition	13 - 24	Credit Hour	790.63	836.48
3. Standard Lab	10 - 18	Contact Hour	474.38	501.89
	19 - 30	Contact Hour	632.50	669.18
4. Indep. Study	Each Stu.	Enrolled Student	159.14	168.38
5. Sub Pay		Clock Hour	17.16	17.16

**2015-16
Academic Year**

Instructional Strategy	Base # Students	Rate Unit	< Than	
			Cont. Status	Cont. Status
1. Lecture/Disc.	15 - 45	Credit Hour	798.54	849.03
	46 - 89	Credit Hour	1008.20	1071.83
	>89	Credit Hour	1289.11	1370.42
2. Composition	13 - 24	Credit Hour	798.54	849.03
3. Standard Lab	10 - 18	Contact Hour	479.12	509.42
	19 - 30	Contact Hour	638.83	679.22
4. Indep. Study	Each Stu.	Enrolled Student	160.73	170.91
5. Sub Pay		Clock Hour	17.42	17.42

**2016-17
Academic Year**

Instructional Strategy	Base # Students	Rate Unit	< Than Cont. Status	
			< Than Cont. Status	Cont. Status
1. Lecture/Disc.	15 - 45	Credit Hour	806.53	863.89
	46 - 89	Credit Hour	1018.28	1090.59
	>89	Credit Hour	1302.00	1394.40
2. Composition	13 - 24	Credit Hour	806.53	863.89
3. Standard Lab	10 - 18	Contact Hour	483.92	518.33
	19 - 30	Contact Hour	645.22	691.11
4. Indep. Study	Each Stu.	Enrolled Student	162.34	173.90
5. Sub Pay		Clock Hour	17.72	17.72

**2017-18
Academic Year**

Instructional Strategy	Base # Students	Rate Unit	< Than Cont. Status	
			< Than Cont. Status	Cont. Status
1. Lecture/Disc.	15 - 45	Credit Hour	814.60	874.69
	46 - 89	Credit Hour	1028.46	1104.22
	>89	Credit Hour	1315.02	1411.83
2. Composition	13 - 24	Credit Hour	814.60	874.69
3. Standard Lab	10 - 18	Contact Hour	488.76	524.81
	19 - 30	Contact Hour	651.67	699.75
4. Indep. Study	Each Stu.	Enrolled Student	163.96	176.07
5. Sub Pay		Clock Hour	17.94	17.94

2014-15 Salary Schedule reflects an improvement of 0.50% for the Less than Continuing Status column and an improvement of 1.25% for the Continuing Status column over 2013-14

2015-16 Salary Schedule reflects an improvement of 1.00% for the Less than Continuing Status column and an improvement of 1.50% for the Continuing Status column over 2014-15.

2016-17 Salary Schedule reflects an improvement of 1.00% for the Less than Continuing Status column and an improvement of 1.75% for the Continuing Status column over 2015-16.

2017-18 Salary Schedule reflects an improvement of 1.00% for the Less than Continuing Status column and an improvement of 1.25% for the Continuing Status column over 2016-17.

Section 1: Salary Schedules

- A. Adjuncts shall be paid according to their placement on the salary schedules. No Adjunct may exceed 29.75 service hours per workweek.
- B. "Open labs" will not be considered/counted/paid as work/contact/service hours. Adjuncts will not be scheduled for and will not attend "open labs."
- C. "Lecture" and "Standard lab" hours will be considered/counted/paid as service hours. The ACA formula (1 hour teaching/classroom time + 1.25 hours class preparation/grading credit for each teaching/classroom hour = 2.25 service hours) will apply to "lectures" and "standard labs."
- D. Adjuncts will work one (1) office hour per workweek, regardless of the number of sections taught. This office hour will count as one (1) service hour, and the ACA 2.25 formula does not apply to this office hour.
- E. Each substitution hour for which an Adjunct receives the sub pay rate will be counted as one (1) work/contact/service hour. The ACA 2.25 formula does not apply to substitution hours.
- F. If, following ratification and approval, it appears that the above formula would result in KVCCFT bargaining unit members being defined as "full-time" for ACA purposes, then the Employer can request and the parties will immediately reopen and renegotiate this Article to ensure an ACA formula that assures bargaining unit members remain "part time" for ACA purposes. If the government changes the ACA formula, either party (KVCCFT or KVCC) can request and the parties will immediately reopen and renegotiate the formula in this Article.

Section 2: Course Assignment/Pay

- A. In accordance with Article XI, Section 6.A.1, the Employer will provide Adjuncts with Continuing Status a written notice of assignment. The written notice will specify classes and/or labs assigned and the corresponding pay for such assignment.
- B. Pay as stated in the written notice of assignment will be adjusted in accordance with the salary schedule once Census One is reached. Census One is defined as the point in time when 1/10 of the length of a course is attained.

Section 3: Substitution Pay

- A. In accordance with Article XI, Section 7.B, the Employer may offer a substitution appointment to an Adjunct when the assigned instructor is absent fewer than three

(3) consecutive weeks (less than 21 consecutive calendar days) during one semester.

- B. Adjuncts accepting a substitution assignment shall be paid the sub pay rate in accordance with the salary schedule.

Section 4: Temporary Appointment Pay

- A. In accordance with Article XI, Section 7.A, the Employer may offer a temporary appointment to an Adjunct when the assigned instructor is absent three (3) or more consecutive calendar weeks (21 or more consecutive calendar days) during one semester.
- B. Pay for a temporary appointment will be prorated based on the contract amount an Adjunct would have been paid if he/she fulfilled the original assignment. For example, an Adjunct, who accepts a temporary appointment and teaches 3 weeks of a 15 week class, will be paid 3/15 of the assignment.

Section 5: Pay Schedules/Pay Frequency

- A. Typically, pay schedules are published 90 calendar days in advance of the start of the academic year. Any one or more of the dates on the published pay schedules may be changed without prior notice. In the event a pay date is changed, Adjuncts will be notified within 24 hours by college-wide e mail. Pay schedules shall be published on an Employer Intranet site dedicated to Federation and/or bargaining unit business and/or social events. A responsible Federation officer may submit – to the Employer’s Vice President for Human Resources – information which the Federation requests be posted on the Intranet; provided the request deals with Federation and/or bargaining unit business and/or social events, Human Resources will direct that IT post the information.
- B. Adjuncts are paid in accordance with the published pay schedule. The Employer will provide notice of each semester’s first pay date.

Section 6: Wellness and Fitness Center

Adjuncts may use the Wellness and Fitness Center at the Texas Township Campus at no charge. Spouses and dependents (16 years of age or older) of Adjuncts may use the Wellness and Fitness Center at the Texas Township Campus for a charge of one-half the cost of an in-district one contact hour class each semester. Summer will count as one semester.

ARTICLE XV

ABSENCES

It is the responsibility of Adjunct to avoid tardiness or absence.

Section 1: Adjunct Faculty Absences

- A. No Adjunct may cancel a class. The responsibility for canceling a class rests solely with the appropriate Administrator.
- B. Except in the case of personal illness or emergency the Adjunct must submit a written request to the appropriate Administrator to be absent from class. Requests must be approved in writing at least twenty-four (24) hours in advance of the absence.
- C. In the case of personal illness or emergency the Adjunct must call the "class cancellation line" as far in advance as possible prior to the first class or commitment to be missed. The dean or designee may arrange for another qualified person to substitute in the Adjunct's absence.
- D. All substitutes must be arranged by, approved by and processed through the appropriate Administrator.

Section 2: Paid Personal Day (PTO)

- A. Adjuncts teaching the following credit loads will each semester be allowed the following paid personal days:

<u>Credits Taught</u>	<u>PTO Days/Semester</u>
1 – 2 ¹	½
3 – 5	1
6 – 8	2
9 – 11	3

- B. PTO may be used for any purpose, if used for a planned absence, provided the Adjunct makes advance arrangements with the appropriate Administrator (See Section 1.B.). If the absence is unplanned (illness or emergency) the Adjunct must call the "class cancellation line" as far in advance as possible (See Section 1.C.).

¹ Available only to Adjuncts teaching courses lasting 15 weeks or longer; not available to Adjuncts teaching special length sessions.

- C. PTO may be used in full-day or half-day (e.g. 6 am – noon; noon – 6:00 pm; 6:00 pm - 11:59 pm) increments. If a class overlaps two (2) of the above time increments, the Adjunct will be charged for only one (1) half-day.
- D. Unused PTO will not accrue and may not be carried over from semester to semester.

Section 3: Documented Leave

- A. Documented Leave is available to any/all Adjuncts working one (1) or more credit hour(s) in the semester.
- B. In the event of a court summons (jury duty or subpoena) or a death in the family (defined as spouse, parent, step-parent, parent-in-law, sibling, step-sibling, sibling-in-law, child, stepchild, grandchild, step grandchild, grandparent, step grandparent), the Adjunct will be allowed one (1) calendar day leave without loss of pay, in consultation with the appropriate Administrator.
- C. Eligible Adjuncts may use PTO or may request Approved Unpaid Leave to extend Documented Leave.
- D. The Adjunct must notify the appropriate Administrator promptly after receiving her/his court summons, subpoena or learning of the family member's death. Upon request the Adjunct will promptly provide the appropriate Administrator with documentation proving the need for Documented Leave.

Section 4: Approved Unpaid Leave Day(s)

- A. The Adjunct must make timely arrangements with the appropriate Administrator to take unpaid leave (e.g. upon receiving orders to report for military duty, when the Adjunct requires a medical leave of absence, to extend Documented Leave, etc.).
- B. Family Medical Leave: Nothing in this Article shall be construed to limit an Adjunct's rights under the Family and Medical Leave Act.

Section 5: Emergency Closing

- A. If KVCC is closed (for up to 3 consecutive business days) or there is a delayed opening due to forces beyond anyone's control (e.g. weather, emergency, pandemic, etc.), Adjuncts will not experience a loss of pay. Pay will be stopped if/when the closure lasts more than three (3) consecutive business days. Adjuncts are not expected to work and should not work when the closure lasts four (4) or more consecutive business days.

ARTICLE XVI
GRIEVANCE PROCEDURE

It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation of this Agreement which has not been resolved through the use of normal administrative procedures.

Section 1: Grievance Levels

A. Informal Adjustment

Prior to filing a written grievance, the Grievant shall meet with the party against whom such grievance is to be asserted for the purpose of attempting to adjust such alleged grievance without further proceedings. The request for the meeting must be made within ten (10) business days from the time of the event or the time the Grievant reasonably should have known of the event. The Grievant may ask that a Union representative be present at the informal conference.

B. Written Grievance and Formal Adjustment.

1. If the grievance is not satisfactorily resolved at the informal conference, the Grievant and the Federation shall have five (5) business days within which to file a written grievance with the Employer's Contract Administrator.
2. Such written grievance shall include the following items 1 through 7.
 - An identification of the Grievant(s),
 - Identify the party (if any) against whom the grievance is being asserted,
 - The facts upon which the grievance is based,
 - The applicable portions(s) of the Agreement allegedly violated,
 - The specific relief requested,
 - The date of the grievance, and
 - The signatures of the Grievant and the KVCCFT's Grievance Chair.
3. The Employer will schedule a formal conference which shall be held within ten (10) business days from the receipt of the written grievance. The purpose of such formal conference shall be to seek a positive and constructive disposition of the grievance and to avoid the necessity for further proceedings.
4. Any mutual agreement as to the disposition of the grievance shall be in writing.

5. If the parties are unable to reach agreement the Employer's Contract Administrator shall - within ten (10) business days after completion of the formal conference - file a reply with the KVCCFT's Grievance Chair, unless both the Federation and the Employer shall request that the conference be adjourned and reconvened with a state mediator.

C. Arbitration

1. If the grievance is not satisfactorily resolved at the formal conference or before a state mediator, the grievance shall be submitted to arbitration if the Federation requests such within twenty (20) business days from the receipt of the formal conference reply.
2. The arbitrator shall be selected and the hearing conducted in accordance with the rules of the American Arbitration Association, provided, however, that:
 - a. The arbitrator shall not have the authority to vary the terms of the Agreement nor to determine that any provision is unconstitutional nor contrary to any federal or state statute or regulation, it being expressly agreed that any such determination shall be made by a court of law. The arbitrator is expressly limited to the provisions of this contract when considering a grievance and rendering a decision.
 - b. The arbitrator shall also not have the authority to order that a discharged Adjunct be reinstated or offered a new appointment, but shall be limited in his/her jurisdiction on these matters to determining whether the contractual procedures have been followed. In addition, any monetary remedy for wrongful discharge shall be limited to the remaining unpaid portion of the Adjunct's appointment.
 - c. The arbitrator shall render a written decision within thirty (30) calendar days from the conclusion of the hearing or the submission of arbitration briefs whichever shall be later.
3. The arbitrator's decision shall be final and binding on all parties, and shall be subject to appeal if the arbitrator exceeds the bounds of his/her authority.

Section 2: General Procedures

A. Definitions. As used in this article the word

1. "Grievant" means the party or employee filing the grievance. He or she shall have the right to personally attend each conference or hearing and/or have an authorized representative present.

2. "Event" means the act or omission which the Grievant alleges violates one or more provisions of this Agreement.

B. Forms of Action. All grievances, replies and requests shall be in writing and shall be filed with each party.

C. Exclusions.

The grievance procedure shall not apply to a grievance by any employee who desires to assert his or her legal right to present such grievance directly to the Employer and have it adjusted without the intervention of the Federation, provided that the adjustment is not inconsistent with the terms of this Agreement.

D. Withdrawals and Denials.

Any grievance or request for advancement to the next grievance level which is not made within the time prescribed, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall automatically advance to the next grievance level unless withdrawn.

E. Place of Proceedings.

All proceedings up to arbitration shall be held on the Employer's campus. Arbitration hearings shall be held at a location selected by the arbitrator within Kalamazoo County and the cost of any facilities located off campus shall be shared equally by the parties.

F. Costs.

Except for the cost of the facility, any fee paid for the services of an arbitrator shall be paid by the non-prevailing party. Each party shall be responsible for its own costs.

G. Contract Termination.

The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a grievance filed prior to such expiration date.

ARTICLE XVII

SCOPE OF AGREEMENT

Section 1: This Agreement represents the entire agreement between the Employer and the Federation. This Agreement shall supersede and cancel all previous agreements between the Employer, the Federation and/or Adjuncts. Any agreement(s) that supplement this Agreement

shall not be binding or effective unless reduced to writing and signed by the Employer and the Federation.

Section 2: No past practice, course of conduct, or understanding prior to the date of ratification which varies, waives or modifies any of the express terms and conditions contained herein shall be binding upon the parties hereto unless made and executed in writing by the Employer and the Federation.

Section 3: The Employer and the Federation acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. No provision of this Agreement, nor the right of either the Employer or the Federation under the terms of the Agreement, shall be changed or altered in any way unless such change or alteration is agreed to in writing between the Employer and the Federation. Therefore, the Employer and the Federation, for the duration of this Agreement, each voluntarily waives the right to make further demands and proposals, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered in this Agreement.

Section 4: Any agreement reached between the Employer and the Federation is binding upon all employees in the bargaining unit, the Employer and the Federation, and may not be changed by any individual or group of employees, or unilaterally by the Employer or the Federation.

Section 5: Should any part or provision of this Agreement be rendered or declared illegal or invalid by operation of law or by decision of any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remaining, unaffected part(s) or provision(s) of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party, the Employer and the Federation shall enter into collective bargaining for the purpose of attempting to negotiate a mutually satisfactory replacement for such provision.

ARTICLE XVIII

DURATION

This Agreement shall become effective as of the 1st day of January, 2015, and shall continue in full force and effect until 12:01 a.m. on the last day of Summer Semester 2018.

If either party wishes to amend or modify this Agreement, that party must provide written notice to the other party between November 1 and December 1, 2017. Following timely notice, the parties will begin negotiating at a mutually agreed-upon date/time after the start of Winter Semester 2018, with the intention of reaching a successor Agreement prior to the end of Summer Semester 2018.

If timely written notice is not provided as set forth above, then this Agreement will automatically renew (with no pay increase) for successive periods of one (1) year. If either party thereafter wishes to amend or modify this Agreement, that party must provide written notice to the other party at least sixty (60) but not more than ninety (90) calendar days prior to the end of any one (1) successive year automatic renewal period. Absent timely notice, this Agreement will automatically renew (with no pay increase) for a period of one (1) year.

This Agreement is signed in Kalamazoo, Michigan on this 11 day of November, 2014.

KVCCFT

Carol Weath

James A. Snow

[Signature]

KVCC

[Signature]

Annex Whitten
