

APPENDIX E

AGREEMENT BETWEEN

WASHTENAW COMMUNITY COLLEGE

BOARD OF TRUSTEES

AND

WASHTENAW COMMUNITY COLLEGE

EDUCATION ASSOCIATION

PART-TIME ADJUNCT TEACHING FACULTY

2016-2019

Prepared by the Office of Human Resource Management

TABLE OF CONTENTS

	PAGE
SECTION 1	DEFINITION OF PART-TIME ADJUNCT TEACHING FACULTY3
SECTION 2	ADJUNCT STATUS REQUALIFICATION4
SECTION 3	RECRUITMENT, APPOINTMENT, AND ASSIGNMENT.....4
SECTION 4	CONTACT HOUR GENERATION.....6
SECTION 5	STUDENT CONSULTATION HOURS.....6
SECTION 6	EVALUATION OF PERFORMANCE.....6
SECTION 7	ABSENCE6
SECTION 8	EMERGENCY SCHOOL CLOSING7
SECTION 9	BENEFITS.....7
SECTION 10	MANAGEMENT RIGHTS.....8
SECTION 11	PERSONNEL FILES.....9
SECTION 12	PROGRESSIVE DISCIPLINE9
SECTION 13	GRIEVANCE PROCEDURE..... 10
SECTION 14	WAGE RATES 11
SECTION 15	DURATION OF AGREEMENT 12

APPENDIX E

PART-TIME ADJUNCT TEACHING FACULTY

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

SECTION 1 DEFINITION OF PART-TIME ADJUNCT TEACHING FACULTY

1.0 Definition of Part-time Adjunct Teaching Faculty

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

- 1.1** The total part-time adjunct teaching faculty membership is limited to fifty percent (50%) of the full time faculty authorized strength. A full-time faculty member that is granted emeritus teaching status will not be included in this number during her or his first year of part-time adjunct teaching status. The second year of part-time adjunct status the emeritus faculty member will be included in the part-time adjunct teaching faculty membership if she or he meets the terms established in Section 2.0.
- 1.2** In the event that a part-time faculty member is denied adjunct status due to contractual membership limitations she or he will be placed on a wait list of part-time faculty waiting for adjunct status. The date of placement on the list will be the first teaching day of the fall or winter semester for which the part-time faculty member would have otherwise qualified for adjunct status.
- 1.3** Part-time faculty must meet the terms established in Section 2.0 of this agreement to remain on the part-time faculty waiting for adjunct status list.
- 1.4** When an opening occurs, part-time faculty will be moved from the part-time faculty waiting for adjunct status list in seniority date order (as established in 1.2), to part-time adjunct teaching faculty status. All part-time faculty with the highest seniority date will be moved to part-time adjunct teaching faculty status. If the number of part-time faculty with the same seniority date exceeds the adjunct limitation all part-time faculty with said seniority date will be granted adjunct status.
- 1.5** Part-time faculty who have qualified for the wait list and receive a temporary full-time faculty appointment will remain on the wait list if she or he continues to meet the qualifications established in Section 2.0.
- 1.6** At the inception of this agreement (August 25, 2010) all current part-time adjunct faculty will continue membership if the number of part-time adjunct teaching faculty exceeds the limitations set forth in Section 1.1.
- 1.7** Full-time faculty who achieve emeritus teaching status will not be rejected from membership in part-time adjunct teaching faculty due to limitations set forth in Section 1.1.

1.8 Membership Exclusion. Administrators, non-unit part-time instructors, and all other employees of the College, shall be excluded from this Agreement.

SECTION 2 ADJUNCT STATUS REQUALIFICATION

2.0 Continuation of Adjunct Status. Part-time adjunct teaching faculty shall be ineligible for adjunct status in the WCCEA bargaining unit if:

2.0.1 They do not teach a minimum of one hundred eighty (180) contract hours over three consecutive semesters, the start of which period is the semester where they first gained adjunct status (e.g. someone who gains adjunct status effective the beginning of a winter semester must teach 180 hours in the Winter, Spring/Summer, and Fall semesters in order to maintain their status).

2.0.2 They receive a 3.75 Student Opinion Questionnaire section mean score in any of the nine (9) consecutive semesters (Fall, Winter, Spring/Summer) subsequent to any semester in which they received one or more Student Opinion Questionnaire section mean scores of 3.75 or less.

2.0.3 They fail to notify the Dean of the area that they are qualified to teach of her or his written intent to teach the next academic year by March 1, each year of this agreement.

2.1 Requalification for Adjunct Status. Beginning with the Fall semester, or Winter semester respectively a former part-time adjunct teaching faculty may re-qualify for adjunct status by teaching one hundred eighty (180) contact hours of credit granting courses, during one academic year (Fall, Winter, Spring And Summer), in the department in which they have qualified as a part-time adjunct with a Student Opinion Questionnaire mean score of at least 3.75 for every section and a response rate of percent (40%) or higher for every section.

SECTION 3 RECRUITMENT, APPOINTMENT, AND ASSIGNMENT

3.0 Recruitment

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

Part-time adjunct teaching faculty members shall be recruited and appointed on the basis of qualifications and individual ability. WCC does not discriminate on any basis which is illegal by applicable law.

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

3.1 Appointment

Part-time adjunct teaching faculty must have taught a minimum of one hundred eighty (180) contact hours of credit granting courses in the department in which they seek qualification as a part-time adjunct instructor during each of the past six base load semesters (Fall and Winter) with a Student Opinion Questionnaire mean score of at least 3.75 for every section and a response rate of forty percent (40%) or higher for every section. Adjunct status may begin only in a base load semester.

Adjunct faculty shall meet the same minimum qualifications required of full-time faculty teaching in the department. All new Adjunct faculty shall meet minimum qualifications as established by the Higher Learning Commission (HLC) Assumed Practices.

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

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

All part-time adjunct teaching faculty first time appointees shall be recommended to the Board of Trustees, along with their credentials and assignment, as a request for approval.

3.2 Load Assignment

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

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

3.3 Load Distribution

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

1. Lecture/Laboratory Courses (chemistry, biology, and physics): Part-time adjunct teaching faculty may be assigned a maximum of 405 contact hours per year, but not more than 165 contact hours in any one Fall, Winter, or Spring/Summer semester.
2. Contract Training Courses: An exception to the semester maximum may be made if an assignment involves Contract Training. Contract Training describes a type of educational service provided by the College, under written agreement (a contract) to a corporation, company, or limited group. The Office of Human Resource Management will maintain a list of the exceptions.

SECTION 4 CONTACT HOUR GENERATION

4.0 Contact Hour Generation

Contact hours taught by part-time adjunct teaching faculty shall be included in the total number of credit granting contact hours taught by full-time faculty in accordance with the provisions of Section 0107.4 of the Master Contractual Agreement between Washtenaw Community College Board of Trustees and the Washtenaw Community and the Washtenaw Community College Education Association.

SECTION 5 STUDENT CONSULTATION HOURS

5.0 It is expected that part-time adjunct teaching faculty will, in addition to instruction, be responsible for preparation and student consultation for each course taught. They shall schedule appropriate student consultation hours consistent with the delivery mode of the course. Part-time adjunct teaching faculty shall participate in appropriate College sponsored professional development activities as needed and as determined by the appropriate dean in consultation with the department.

5.1 Compensation. Adjunct faculty teaching more than two (2) contact hours in a semester but less than six (6) hours will post one (1) scheduled office hour every instructional week and will be compensated for that hour at 50% of the contractual instructional rate. Adjunct faculty teaching six (6) or more contact hours in a semester will post two (2) scheduled office hours every instructional week and will be compensated for those hours at 50% of the contractual instructional rate. Contact hours not to include teaching assignments in the Writing Center, Clinicals, and in open labs outside of class hours.

5.2 Office Space. The College will provide office space for Part-time Adjuncts, in the department, when space is available

SECTION 6 EVALUATION OF PERFORMANCE

6.0 Evaluation of Performance

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

SECTION 7 ABSENCE

7.0 Absence

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

SECTION 8 EMERGENCY SCHOOL CLOSING

8.0 Emergency School Closing

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

SECTION 9 BENEFITS

9.0 Benefits

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

9.1 The Michigan Public School Employees Retirement System (MPSERS)

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

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

9.2 Tuition Grant

Adjunct faculty shall be granted entrance, and provided a tuition grant for up to one class for which they meet entrance requirements, and as long as minimum student enrollment is otherwise satisfied. Tuition grants are available only during the semester/session in which the part-time adjunct teaching faculty member is actively employed.

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

9.3 Salary Deferral Plans

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

9.4 Health Insurance

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

9.5 Employee Reimbursement Option

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

9.6 Professional Development Funds

Each adjunct faculty member shall be allowed \$200.00 per year to be used for approved professional development activities. These funds may be accumulated for the life of the contract.

9.7 Jury Duty

When an adjunct faculty member is summoned for jury duty, she or he will give her or his Department Chair and Dean immediate notification. The adjunct faculty member will work with the Department Chair and Dean to ensure that her or his absence is properly covered by a qualified colleague. Adjunct Faculty members are responsible for sharing all course materials for the date(s) of absence.

The adjunct faculty member who is summoned and reports for jury duty during an assigned class period shall receive the same pay she or he would have received if she or he had not be summoned for jury duty. The Adjunct faculty member shall submit a check to the College for compensation received for jury duty. Adjunct faculty members summoned for jury duty are expected to teach her or his assigned courses that are scheduled outside normal court business hours.

9.8 Sick Bank Use

Part-time Adjunct Teaching Faculty, may access the Full-time Education Association sick bank for up to twelve (12) hours of leave each year of this agreement. Part-time Adjunct Teaching Faculty may use this time for their illness, for family illness, or for attending a funeral. Up to six (6) hours of the twelve (12) may be used for personal business. If a part-time adjunct teaching faculty member wishes to use sick bank hours they will immediately contact their dean and department chair to report the absence and promptly complete the required documentation for absence. If the part-time adjunct teaching faculty member fails to submit proper documentation for the absence, they will not receive pay for the absence.

Adjunct Faculty may use no more than six (6) hours of sick/personal time in any semester in which they are scheduled to teach fewer than ninety (90) contact hours.

SECTION 10 MANAGEMENT RIGHTS

10.0 Management Rights

The Board of Trustees retains the sole right to manage its affairs, including but not limited to, the right to plan, direct and control its operations; to determine and redetermine the location of its facilities; to decide and redecide the business hours of its establishments; to decide and redecide the types of services it shall provide, including the scheduling and means of providing such services, to study and/or introduce new or improved methods or facilities; to maintain order and efficiency in its departments and operations; to promulgate work rules to hire, lay

off, assign, transfer and promote employees; and to determine the starting and quitting time, work schedules and the number of hours to be worked; the number of the workforce, and to determine the qualifications of its employees, standards or quality; and all other rights and prerogatives including those exercised in the past, subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in Appendix E of the WCCEA Master Agreement as it pertains to the part-time adjunct teaching faculty.

SECTION 11 PERSONNEL FILES

11.0 Personnel File: Access

11.1 Employee Files. Each member of the bargaining unit will have on file in the Office of Human Resource Management a personnel file. Only this file will be considered as the official personnel file for the member. Faculty members shall have access to all employee performance information. No other file of personnel matters will be maintained by the College.

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

11.3 Each faculty member may review the contents of her or his personnel file with the exception of confidential pre-employment information. An officer of the Association may, at the written request of the faculty member, accompany him or her in such a review. The review will be conducted only in the presence of the administrator(s) responsible for the safe keeping of the personnel file. In the event of the administrator's absence, she or he will appoint someone to act in her or his behalf.

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

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

SECTION 12 PROGRESSIVE DISCIPLINE

12.0 Progressive discipline, for the purpose of the Agreement, shall be defined as: Disciplinary action taken for corrective purposes. Therefore, disciplinary action shall generally follow the pattern of oral reprimands and written reprimands prior to termination.

12.1 Termination shall occur only for similar or like repeated offenses of a minor nature or for a major violation of the College rules or regulations.

- 12.2** Complaints that may result in disciplinary action and which are received against a member of the bargaining unit by the administration shall be discussed with the faculty member and the Association President and/or her or his representative as soon as possible.

SECTION 13 GRIEVANCE PROCEDURE

13.0 Grievance Definition

A grievance is an alleged violation of an article or section of Appendix E of this Agreement or of any rule or regulation. Nothing contained herein will be construed as limiting the right of a part-time adjunct teaching faculty member having a grievance to discuss the matter informally without the intervention of the Association or its representative, as long as the adjustment is not inconsistent with the terms of this Agreement. Written notice will be given to the Association at least forty-eight (48) hours prior to any and all grievance hearings. The Association shall have the right to attend all such hearings, and to state its views. For the purpose of this Grievance Procedure only, the term “calendar days” does not include holidays nor days the College is closed.

13.1 Grievance Procedure

13.1.1 Oral

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

13.1.2 Step One

- A. If the grievance is not resolved in 13.1.1, then within five (5) calendar days of receipt of the oral answer, the grievance must be stated in writing, signed by the grievant, and submitted to the Vice President for Instruction or the Vice President of Student Services.
- B. The “Statement of Grievance” shall name the part-time adjunct teaching faculty member (s) involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference each provision of Appendix E of this Agreement alleged to be violated, shall state the contention of the part-time adjunct teaching faculty member and of the Association with respect to these provisions, and shall indicate the specific relief requested.
- C. Within five (5) calendar days after receiving the grievance, the Vice President for Instruction or the Vice President of Student Services shall communicate her or his answer in writing to the grievant and to the Association Representative.

13.1.3 Step Two

- A. If the grievance is not resolved in Step One, the grievant shall, within ten (10) calendar days of receipt of the Step One answer, request a meeting with the Vice President of Human Resource Management or her or his designee, to discuss the grievance. The meeting shall be scheduled expeditiously, and shall occur not

later than fourteen (14) calendar days from the date of the request.

- B. The Vice President of Human Resources, or her or his designated representative, shall give the Association Representative an answer in writing no later than fourteen (14) calendar days after the step two meeting.

13.2 Grievance Appearance and Representation

- 13.2.1** 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.
- 13.2.2** The Board and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
- 13.2.3** If the grievance arises from an action of authority higher than the Dean, the part-time adjunct teaching faculty member may present such grievance at Step Two of this procedure. This is also true if, in the judgement of the Association, a grievance affects a group or class of faculty.
- 13.2.4** 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.
- 13.2.5** A part-time adjunct teaching faculty member may be represented at all stages of the grievance procedure by herself or himself or at her or his option, by an Association Representative. If a part-time adjunct teaching faculty member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

13.3 Grievance Time Limits

- 13.3.1** Time limits provided in Appendix E of this Agreement may be extended by mutual agreement when signed by the parties.
- 13.3.2** 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 the next step of this procedure.
- 13.3.3** 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.

SECTION 14 WAGE RATES

14.0 Regular Wage Rates for Part-time Adjunct Teaching Faculty Members

2016-2017 (\$907) \$60.48 one (1) course contact hour
2017-2018 (\$921) \$61.39 one (1) course contact hour
2018-2019 (\$935) \$62.31 one (1) course contact hour

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

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

A full-time professional instructor who retires after a minimum of fifteen (15) years of service to WCC and who qualifies to become a member of the adjunct unit per Section 1, Paragraph 1.1 of Appendix E shall be paid according to the Board policy on retired full-time faculty.

SECTION 15 DURATION OF AGREEMENT

15.0 Duration of the Agreement

This Appendix shall be effective as of August 16, 2016, and shall continue in effect until August 15, 2019. This Agreement supersedes and cancels previous Appendix E agreement between the parties, oral or written, and shall constitute the entire agreement between the parties.

This Agreement shall become effective August 16, 2016.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed as of April 26, 2016.

**WASHTENAW COMMUNITY COLLEGE
EDUCATION ASSOCIATION**

DAVID FITZPATRICK
PRESIDENT
CHIEF NEGOTIATOR

ROBERT HATCHER
NEGOTIATOR

JASON WITHROW
NEGOTIATOR

MICHELLE GAREY
NEGOTIATOR

RIYADH BAHKALI
NEGOTIATOR

PHILLIP VALRANCE
NEGOTIATOR

**WASHTENAW COMMUNITY COLLEGE
BOARD OF TRUSTEES**

DR. RICHARD LANDAU
CHAIR

MS. CHRISTINA FLEMING
SECRETARY

DOUGLAS P. KRUZEL
VICE PRESIDENT, HRM
CHIEF NEGOTIATOR

MICHAEL NEALON
VICE PRESIDENT, INSTRUCTION
NEGOTIATOR

MARLA E. STUCK
DIRECTOR, LABOR & EMPLOYEE RELATIONS
NEGOTIATOR

VALERIE GREAVES
DEAN, HEALTH SCIENCES
NEGOTIATOR

MICHELLE BENIN
NEGOTIATOR

INDEX

A		L	
Absence	6	Load Assignment	5
Appointment	5	Load Distribution	5
B		M	
Benefits	7	Membership Exclusion	4
C		Michigan Public School Employees Retirement System (MPSERS)	7
Contact Hour Generation	6	P	
Continuation of Adjunct Status	4	Personnel Files	9
D		Professional Development Funds	8
Duration of the Agreement	12	R	
E		Recruitment	4
Emergency School Closing	7	S	
Employee Reimbursement Option	8	Salary Deferral Plans	7
Evaluation of Performance	6	Sick Bank Use	8
G		Student Consultation Hours	6
Grievance Procedure	10	T	
H		Tuition Grant	7
Health Insurance	7	W	
J		Wage Rates	11
Jury Duty	8		