



Washtenaw Community College

MASTER CONTRACTUAL AGREEMENT

BETWEEN

THE WASHTENAW COMMUNITY COLLEGE

BOARD OF TRUSTEES

AND

THE WASHTENAW COMMUNITY COLLEGE

EDUCATION ASSOCIATION

AUGUST 25, 2015

through

AUGUST 28, 2018

*Prepared by Office of Human Resource Management
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TABLE OF CONTENTS

Page

PREAMBLE.....	1
SECTION 0001-0028.2 RECOGNITION, RIGHTS, AND GUARANTEES	4
SECTION 0100-0125 FACULTY, PERSONNEL, AND DIVISIONAL PROCEDURES.....	10
SECTION 0200-0211.2 PERSONNEL POLICIES AND PROCEDURES	31
SECTION 0300-0315 APPOINTMENTS, PROMOTIONS AND RELATED MATTERS	36
SECTION 0400-0413 FACULTY PROTECTION AND ASSISTANCE.....	40
SECTION 0500-0506 BENEFITS	43
SECTION 0600-0609 COMPENSATION	46
SECTION 0700-0716 LEAVES AND VACATIONS.....	47
SECTION 0800-0805.3 GRIEVANCE PROCEDURE.....	53
SECTION 0900-0904 MISCELLANEOUS	56
APPENDICES.....	58
APPENDIX A-0 COLLEGE CALENDAR 2015-2016.....	59
APPENDIX A-1 COLLEGE CALENDAR 2016-2017.....	60
APPENDIX A-2 COLLEGE CALENDAR 2017-2018.....	61
APPENDIX B-1 PROFESSIONAL FACULTY COMPENSATION	62
APPENDIX B-2 PROVISIONS FOR INITIAL POINT ALLOCATION FOR PROFESSIONAL FACULTY MEMBERS.....	64
APPENDIX B-3 POINT ADDITIONS: SERVICE, ACADEMIC WORK.....	65
APPENDIX C-1 COMPENSATION FOR CLASSIFIED FACULTY	66
APPENDIX C-3 QUALIFICATIONS AND PLACEMENT OF STUDENT SERVICES ADVISORS.....	68
APPENDIX C-4 QUALIFICATIONS AND PLACEMENT OF CLINICAL INSTRUCTORS	69
APPENDIX C-5 QUALIFICATIONS AND PLACEMENT OF LABORATORY INSTRUCTORS.....	70
APPENDIX C-6 POINTS ADDITIONS: SERVICE, ACADEMIC WORK.....	71
APPENDIX D PERSONNEL PROCEDURES	72
Index	75

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. The parties are committed to ensuring that professional faculty participation and input is included in the hiring process.

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. The faculty and the administration agree on the need for faculty leadership and direction in faculty professional development efforts.

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.

SECTION 0001-0028.2 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 July 28, 2015, 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, 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 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 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, he or she shall suffer no loss in pay, nor be expected to be compensated in any way for time so spent.

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 made electronically available within thirty (30) days after the Agreement is signed. The Board will supply to the Association, free of charge, 25 printed copies of the Agreement.

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 major construction projects, 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. Each party agrees that it will not discriminate against any faculty member with respect to hours, wages, or any terms or conditions or employment by reason of membership or non-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 provide the Association with LA 230 or its equivalent office space.

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 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 Fifteen (15) 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. No unit employee shall receive full release except with the approval of the Administration.

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 ninety (90) clock hours 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 Vice President of Human Resource Management within forty-eight (48) hours of taking such leave, but a faculty member (other than the Association President) must notify the Dean or immediate supervisor prior to the absence.

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 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 Finance
- the Vice President for Instruction

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 thirty (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:

- a. The College will have perpetual use of the material; and
- b. The material developed is subject to the major support conditions as previously described.

SECTION 0100-0125 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. A contact hour is a class hour of fifty-five (55) minutes.

0102 The Academic Year

The academic year shall consist of two (2) fifteen (15)-week semesters (Fall, Winter) and one twelve (12) week semester (Spring/Summer). A "week" consists of seven (7) consecutive days.

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 insurance premiums in accord with the provisions 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 this Agreement.

The appropriate Dean shall forward a copy of any classified faculty member's annual schedule which has been reduced to fewer 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 a consecutive seven (7) day period.

0103.1 Unit employees may be scheduled on Saturdays or Sundays only with the written consent of the unit employee. A copy of the unit employee's approval shall be forwarded to the Association.

0103.2 The College may offer classes and services 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 7:00 a.m. until 11:00 p.m., Monday through Friday, and on weekends from 8:00 a.m. to 5:00 p.m.

0104.1 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.

0104.2 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 of 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 Exceptions.** The only exceptions to 0105.1 are as follows:

Course	Course Title	Class Size
ACS 107	College Reading and Study Skills	22
ACS 108	Critical Reading and Thinking	25
COM 101	Fundamentals of Speaking	25
COM 183	Persuasion	25
ENG 030	Intermediate ESL Grammar I	22
ENG 032	Intermediate ESL Grammar II	22
ENG 035	Eng. Pronunciation & Conversation	22
ENG 050/051	Basic Writing I/II	22
ENG 090/091	Writing Fundamentals I/II	22
ENG 100	Intro Tech & Workplace Writing	25
ENG 107	Technical Writing I	25
ESL 023	High Beginning ESL Reading and Writing	22
ESL 024	High Beginning ESL Grammar and Communication	22
ESL 025	High Beginning ESL Speaking and Listening	22
ESL 128	Low Intermediate ESL Reading and Writing	22
ESL 132	Intermediate ESL Grammar	22
ESL 134	Intermediate ESL Reading	22
ESL 135	English Listening, Pronunciation and Conversation (ESL)	22
ESL 138	Intermediate ESL Writing	22
ESL 161	Advanced ESL Grammar	22
ESL 165	Advanced ESL Speaking and Listening	22
MTH 034	Foundations of Numeracy	22
MTH 067	Foundations of Mathematics	22
MTH 094	Pathways to Math Literacy	22
MTH 097	Foundations of Algebra	22
REA 070	Reading Comprehension I	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 Teaching Faculty. Part-time teaching faculty may be assigned a maximum of 360 contact hours per year, but not more than 120 contact hours in any one Fall, Winter or Spring/Summer Semester. No part-time teaching faculty member will be allowed to teach more than 360 contact hours including Contract Training, Credit or Non-Credit Contact.

1. Exceptions to the load distribution include the following: Classes where a large lecture is made up of two laboratory sections (in chemistry, biology, or physics), where 9 classroom contact hours become 10.5 paid instructor contact hours due to Section 105.3:
2. For each arrangement a part-time faculty member may be assigned to the three portions (2 labs, 1 large lecture) for the 10.5 contact hours per week, with adjustment in Spring/Summer. However, the 360 total annual contact hour limit is neither waived nor altered by this exception.
3. 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.

0107.3 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.

0107.4 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 by full-time instructors and all adjunct faculty 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 full-time teaching faculty shall be stipulated at 450 contact hours.
2. Source data shall be data from the FT/PT Ratio Data (Full-Time/Part-Time Ratio Data) report on the College Oraweb site, or its successor.
3. The College will make the source data file and the calculated percentage available to the Association no later than October 1st each year of this Agreement.
4. The percentage shall be calculated on the basis of contact hours taught during the Fall, Winter and Spring/Summer semesters.

0107.5 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.

0107.6 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. Outside funded positions are those positions that are 50% or more funded with outside funds. 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.

0107.7 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 for 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 Contact hours for professional faculty teaching in the Spring-Summer 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).

0108.4 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.

0108.5 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, 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 identified through the faculty evaluation process, the dean may limit or deny approval of overload assignments.

0108.6 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.

0108.7 Frontloading is allowed under special circumstances. Frontloading 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. Teaching faculty that invoke frontloading may teach up to twenty-one (21) contact hours in the Fall semester adjusting the base load to eighteen (18) contact hours. Teaching faculty who chose this option will be limited to teaching the remainder of the base load (twelve (12) contact hours) during the Winter semester.

0109 Limitations: Extended Day Schedules

0109.1 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.

0109.2 Deans shall ensure fair rotation of extended day duties or classes.

0109.3 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.

0110 Duty Hours: Professional Instructors

0110.1 Professional Instructors shall be responsible for a total of 450 contact hours per academic year. Each instructor is expected to be on campus at least four (4) days per week. If more than 25% of an Instructor's base load contact hours are taught online, the Instructor is expected to be on campus for a minimum of three (3) days per week.

0110.2 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.

0110.3 A minimum of five (5) office hours per week, in no less than 30 minute increments, and held on more than one (1) day during the period Monday - Friday, 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.

0110.4 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.

0110.5 The Vice President for 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.

0110.6 **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.

0110.7 **Supervised Study/Study Problems/Independent Study/Under-Enrolled (Z) Sections.** 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

0110.8 **Workplace Learning:** Faculty members scheduled to supervise students in work experiences (e.g., courses numbered 174, 274, and 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.

0110.9 Cadaver Preparation and Maintenance: The Vice President for Instruction may assign a full-time permanent professional instructor up to 6 hours of release time in each of 2 semesters (for a total 12 hours release time) in any calendar year for cadaver preparation and maintenance. If so assigned, the cadaver work will become part of the instructor's base load.

It is understood that the 12 hours of release time involves all of the following:

- prosection of one side (either anterior or posterior) of each of 2 cadavers in the first semester of the calendar year
- prosection of the undissected side of each cadaver in the second or third semester of the calendar year
- maintenance of the cadaver throughout the entire calendar year, including the semester during which the instructor is not granted release time
- coordination of the prosection activities with the BIO 199 Anatomical Studies course
- provide information and training opportunities for part-time faculty teaching Anatomy & Physiology courses (BIO 102, BIO 109, BIO 110, BIO 111)
- coordinate prosection activities with the staff in the Biology Core

0110.10 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 co requisites, 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.

0110.101 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.

0111 Duty Hours: Professional Counselors

- 0111.1** Students shall be assigned to counselors on an equitable basis.
- 0111.2** **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. 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.
- 0111.3** The counselors' weekly schedule will be a forty (40)-hour work week approved by their Dean, with thirty-five (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.
- 0111.4** Professional counselors may be scheduled Monday through Friday from 8AM to 7:30PM.
- 0111.5** Professional Counselors may be assigned an extended day schedule, Monday through Thursday, ending no later than 9PM. Each may be assigned no more than fifteen (15) extended day schedules in any contract year, and no more than two (2) extended day schedules in any work week. The College can require Professional Counselors whose primary duties are in the counseling/advising area to work Monday-Friday during designated "Peak Periods." "Peak Periods" are defined as two weeks prior to and one week after the start of registration, and two weeks prior to and one week after the start of the semester for the Winter and Spring/Summer semesters; and from August 1 until one week after the start of the Fall semester.
- 0111.6** Divisional Counselors' primary duties are with their assigned divisions and those divisions' deans, faculty, and students. With reasonable notice, Divisional Counselors may be assigned duties in the College's counseling/advising area by the divisional dean. Divisional Counselors assigned to the College's counseling/advising area are expected to fulfill the duties of counselors in the counseling/advising area.
- 0111.7** Professional Counselors shall not be assigned duties not normally performed by members of the bargaining unit.
- 0111.8** 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.

0112 Duty Hours: Professional Service Personnel and Professional Librarians

- 0112.1** 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. 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. 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.

0112.2 Professional Service Personnel and Professional Librarians shall not be assigned duties not normally performed by members of the bargaining unit.

0112.3 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.

0113 Duty Hours/Assignment: Classified Faculty

0113.1 Classified 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, consisting of five (5) eight-hour days. Assigned duties and schedules shall be posted.

0113.2 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.

0113.3 Compensation. See Appendices "C".

0113.4 Classified Faculty Assignments. No Classified faculty shall be assigned to a laboratory which has more than one classroom requiring his/her supervision.

0113.5 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.

0113.6 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.

0113.7 Non-Bargaining Unit Duties. Classified faculty members shall not be assigned duties not normally performed by members of the bargaining unit.

0113.8 Substitution. Classified faculty members shall not substitute for an instructor while holding a concurrent classified faculty member assignment.

0113.9 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.

D. 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.

0113.10 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.

0113.11 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.

0113.12 Paid Time Off

Classified Faculty 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. Where possible, the College will reallocate appropriate leave time from the member's available leave balances, to substitute deficient requested time with the exception of sick time, to maintain member in a paid status.

0114 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.

- 0114.1 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.

- 0114.2** 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.
- 0114.3** 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.
- 0114.4** 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.
- 0114.5** Mileage shall be paid at the rate stipulated in 0115 when the faculty member's assignment necessitates travel.
- 0114.6** Faculty members who teach off campus shall have their College-related hours reduced by travel time.

0115 Attendance at College Functions

- 0115.1** As part of their professional responsibilities, professional faculty are expected to attend graduation.
- 0115.2** Faculty members attending those functions for which academic attire is required shall have said attire furnished and paid for by the College.

0116 Faculty Schedules and Other Assignments

- 0116.1** 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.
- 0116.2** 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.
- 0116.3** Full-time faculty member's assigned duties in more than one area shall have full voting rights in all areas in which they serve.
- 0116.4** **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 0110.4 of this Agreement. A copy of the faculty member's Alternative Assignment shall be forwarded to the Vice President of Human Resources of Human Resources and the President of the WCCEA.

0117 Curriculum Committee

- 0117.1** The Curriculum Committee shall be a standing committee. Membership of the Committee shall be as follows: one faculty member from each academic division appointed by the WCCEA; and up to four (4) instructional administrators (one of which is the Vice President for Instruction) appointed by the Vice President for Instruction. 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. Unit employees may serve up to a total of (5) five years, but at least one (1) unit employee must rotate off the Committee each year, commencing August 2015. No unit employee may serve simultaneously on the Curriculum Committee, Assessment Committee, and/or the Faculty Professional Development Committee. Further, there must be a one (1) calendar year hiatus between serving on the Curriculum Committee and the Assessment Committee.
- 0117.2** 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.
- 0117.3** This Committee shall hold an organizational meeting within thirty (30) days after ratification of this Agreement.
- 0117.4** 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 leadership responsibilities in each Fall and Winter term. There shall be no full release.

0118 Assessment Committee

- 0118.1** The Assessment Committee shall be a standing committee and shall function for the duration of this Agreement. Membership of the Committee shall be as follows: one faculty member from each academic division appointed by the WCCEA, and up to four (4) instructional administrative members appointed by the Vice President for Instruction. The function of the Committee shall be to set direction for the College's work in assessment of student learning, working both to continue where appropriate the College's past plans and procedures as well as to implement new policies and procedures in response to both the changing educational environment as well to any shortcomings that might be

identified by accrediting bodies. Unit employees may serve up to a total of (5) five years, but at least one (1) unit employee must rotate off the Committee each year, commencing August 2015. No unit employee may serve simultaneously on the Curriculum Committee, Assessment Committee, and/or the Faculty Professional Development Committee. Further, there must be a one (1) year hiatus between serving on the Assessment Committee and the Curriculum Committee.

0118.2 The Committee shall meet on a regular basis (at least 4 times each semester) and develop its own procedures.

0118.3 The Committee shall hold an organizational meeting within thirty (30) days after the ratification of this Agreement.

0118.4 Faculty members of the Assessment Committee will receive three (3) hours of alternative assignment time for each Fall and Winter term. The Committee's Chair will receive three (3) additional hours (total of 6) for her or his leadership responsibilities in each Fall and Winter Term. There shall be no full release.

0119 Faculty Professional Development Committee

Five (5) teaching faculty serve as the professional development committee members. Committee members will consist of the In-Service Faculty Member, appointed by the Vice President for Instruction, and four (4) faculty members appointed by the WCCEA, which must include at least one (1) General Education faculty member, and at least one (1) Occupational Education faculty member.

The function of the Committee shall be to support, encourage, and promote faculty professional development in order to achieve teaching and counseling excellence to ensure the success of our diverse student body. Faculty professional development refers to enhancing the professional skills and knowledge of successful teachers regarding the delivery of instruction and the understanding of student learning.

The Committee shall meet on a regular basis (at least 4 times each semester) and develop its own procedures. Notwithstanding Section 0110 Duty Hours: Professional Instructors, of the Master Agreement, the undersigned parties agree that the professional development committee members will be granted the following release time for each academic year.

Faculty Professional Development Chair	6 hours release time
Other Faculty Committee Members	3 hours of release time each

0120 Communications Devices

The presence of any communications device during the meeting of a class shall be subject to the instructor's permission.

0121 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.

0122 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 for 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. The President will recommend to the Board whether or not to approve the results of the chair elections. Subsequent to the Board's approval of the elected department chairs 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. Each Department chair is expected to be on campus a minimum of four (4) days per week during Fall and Winter semesters.

Including, but not limited to 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. In addition, 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.

0122.1 Department Chair Election Procedures: Chair elections will be held during April departmental meetings for a one-year term beginning July 1st of the year in which the election is held.

Any full-time professional faculty member of the department may be nominated. The nomination does not require a second, and a member may nominate him or herself.

- Nominations may be made at any time up to the beginning of the election.
- The election will be conducted by the senior member of the department who is not a candidate for department chair.
- The election will be by secret ballot.
- A WCC administrator and/or an officer of the WCCEA may attend the election at the invitation of any member of the department to ensure that election procedures are correctly followed.
- In the event of a tie vote, the election will be decided by a coin toss. The member conducting the election will toss the coin. The senior member who is a candidate will call “heads” or “tails”.
- Within two (2) weeks of the election the incoming and outgoing chairs will meet with their dean to discuss the transition between the two

0122.2 .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 of reassigned time (which shall be posted) if the number of student contact hours taught by the department the previous fall semester was less than 2,500 hours.
- B. Six (6) contact hours per week of reassigned time (which shall be posted) if the number of student contact hours taught by the department the previous Fall semester was between 2,500 and 3,999 hours.
- C. Nine (9) contact hours per week of reassigned time (which shall be posted) if the number of student contact hours taught by the department the previous Fall semester was between 4,000 and 5,999 hours.
- D. Twelve (12) contact hours per week of reassigned time (which shall be posted) if the number of student contact hours taught by the department the previous Fall semester was 6,000 hours.
- E. The pay multipliers outlined in paragraph 0105.3 will apply where appropriate in calculating a department’s student contact hours.

- 0122.3** The College will provide a report to the WCCEA President and to each department chair no later than March 1st of the previous Fall semester's student contact hours. This report will be used to determine the department chair reassigned time for the following academic year per Paragraph 0121.1.
- 0122.4** **Additional Duty Pay.** Subject to Board of Trustees' approval of individual department chair appointments, three (3) hours of additional reassigned time will be granted to the following department chairs in recognition of the additional duties and obligations unique to these departments providing that the department has a minimum of 1500 student contact hours taught by the department.
- A. Allied Health
 - B. Auto Body Repair
 - C. Automotive Services
 - D. Construction Management
 - E. Culinary Arts and Hospitality
 - F. Digital Media Arts
 - G. Humanities
 - H. HVAC
 - I. Industrial Technology
 - J. Life Sciences
 - K. Motorcycle Services
 - L. Nursing
 - M. Performance Arts
 - N. Physical Science
 - O. Welding
- 0122.5** Subject to Board of Trustees approval of individual department chair appointments, extra compensation will be paid for department chair coordination as follows:
- A. \$3,100 for three (3) hours of reassigned time per week.
 - B. \$3,900 for six (6) hours of reassigned time per week.
 - C. \$4,600 for nine (9) hours of reassigned time per week.
 - D. \$5,300 for twelve hours (12) of reassigned time per week.
- 0122.6** Program Coordinators within the department of Allied Health will receive three (3) hours of reassigned time but will not receive any compensation under the terms of Paragraph 0121.4. Each such Coordinator will receive a \$2,000 stipend following his or her completion of the required accreditation report.
- 0122.7** No department chair may receive more than twelve (12) hours of reassigned time per week for their department chair duties during the Fall and Winter semesters.

0122.8 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.

0123 Program/Discipline Advisory Committee

One (1) faculty member may be assigned to each occupational program/discipline advisory committee as approved by the Vice President for 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 for 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.

0124 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.

0124.1 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.

0124.2 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.

0125 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.

0126 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 reassigned time is merited. The parties agree that the Faculty Advisor to Phi Theta Kappa shall have an alternative assignment equal to three (3) contact teaching hours for each of Fall and Winter terms during the term of this Agreement. The faculty advisor to Phi Theta Kappa is not eligible for reimbursement under Section 0124: Sponsorship to Student Activities.

SECTION 0200-0211.2 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. Upon recommendation for employment by the President, and subsequent approval of the Board of Trustees, a letter of employment shall be issued to the faculty member. Such letter 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 new faculty member 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. Letters of Employment.
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 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 his/her 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 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 for

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 (2) 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 probation period shall begin the semester following the member's completion of the two (2)-year requirement.

If approved by the Vice President for 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 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 (2) 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 continuing contract status.

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 continue employment 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 his or her position to the Vice President of Human Resources with Association representation if the probationary faculty member so desires.

0203 Continuing Contracts

Upon successful completion of a probationary period, all faculty members shall be considered to be on continuing contract status. These faculty are subject to termination as provided under this Agreement, and the Letter of Agreement on Student Opinion Questionnaires.

0204 Termination

Faculty members on continuing status 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 status, 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 status, 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.

0208 Division Procedures

0209 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.

0210 Specific Involvement

- 0210.1** 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.
- 0210.2** The area faculty members shall collectively review their area's effectiveness in teaching, research, writing, creativity, and other professional activities.
- 0210.3** The review shall be advisory in nature. 0210.3

0210.4 The hiring of part-time faculty is a multi-component task. One such component is the review of the background of and supporting information for candidates for part-time positions. It is our mutual understanding that full and frank faculty involvement in such a process is desirable and beneficial. Such faculty involvement should result in specific recommendations to the appropriate Dean.

0211 Meetings

0211.1 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 the Spring/Summer session, 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 the Spring/Summer session, 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.

0211.2 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.

SECTION 0300-0315 APPOINTMENTS, PROMOTIONS AND RELATED MATTERS

0300 Non-Discrimination

The Board and the Association 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 and the Association shall not discriminate in respect to any terms or conditions of employment of any employee covered by this Agreement because of membership in, non-membership in, or lawful activity on the behalf of the Association. The Board and the Association further agree that there shall be no discrimination in the application or administration of this Agreement on any basis made illegal by applicable law or contrary to written and published Board policy.

0301 Vacancies

- 0301.1** Notice of any vacancy in a professional position (administrative at the dean level or higher, or teaching) at the College shall be given to the President of the Association at least three (3) work days prior to its distribution.
- 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

- 0303.1** 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 three (3) years shall be considered in terms of seniority in the bargaining unit during the time they held the administrative position. Members of the bargaining unit who return after more than three (3) years administrative service shall accrue three (3) years seniority for the entire period of administrative service.
- 0303.2** Should an administrator appointed under the terms of Paragraph 0303.1 leave his/her position at any time and for any reason during that three (3) year period, he/she may return directly to the bargaining unit with no loss of seniority.

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 the jurisdiction of the Michigan Employment Relations Commission.

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 status faculty members in order of their seniority

0309 Reappointment

Available positions will begin with those faculty laid off last and run in reverse order through the list of those laid off first provided those faculty meet minimal requirements including necessary licensing and state certification requirements where applicable.

0310 Notification of Reappointment

Laid off faculty members 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 letter of employment. Those who had continuing contract status shall resume continuing contract status 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 faculty member subject to staff reduction may receive up to five (5) base load semesters in which to receive the appropriate credential(s). The degree, certificate, or other credential(s) expected would be the same that the College Administration specifies as the standard required of faculty in the given teaching area.
- 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 0709.2.

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.

SECTION 0400-0413 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 outlined in agreement dated May 1, 2010-April 30, 2020.

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

A full tuition grant shall be awarded to dependents of faculty members (including husband, wife, children, and legally adopted children) for any WCC classes for which they meet entrance requirements, and as long as minimum student enrollment is otherwise satisfied.

0405 Faculty Tuition Grants

Faculty members shall be granted entrance, and provided a full tuition grant for any WCC class for which they meet entrance requirements, and as long as minimum student enrollment is otherwise satisfied.

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 Vice President of Human Resources 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 College shall be paid for by the College. Selection of the physician to make such an examination shall be made by the College.

0411.2 Preventive Services.

- I. The Board shall arrange to have TB examinations provided free of charge annually to all faculty members.
- II. The Board shall arrange to provide free flu shots annually to all members of the faculty.
- III. The College will reimburse unit employees up to one hundred sixty (\$160) dollars each year of this Agreement for their personal dental or vision expenses, or health club membership dues incurred which are not covered under applicable insurances. The employee must submit itemized receipts with a complete request for College Provided Reimbursement Form to the Office of Human Resource Management.

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.

SECTION 0500-0506 BENEFITS

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 0502 Flexible Spending) shall be incorporated in the flexible benefits plan menu outlined below. All insurances become effective the first of the month after the employee's first day worked. The terms and conditions of each respective insurance policy are controlling, and any dispute between an insured, or a beneficiary, and the insurer is not subject to this Agreement's grievance/arbitration process.

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 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. Should payments become necessary they will be made through bi-weekly or semi-monthly payroll deduction; whichever is appropriate by classification.
- III. Faculty members who opt out of coverage are entitled to an annual \$150 rebate refunded in equal payments through regular semi-monthly payroll.

0501.3 Medical Insurance Coverage Options

Option Plan Description

- I. For 2015-2018, the Board shall provide the following health insurance options for all members of the bargaining unit and their eligible dependents:

BCBSM PPO (\$100/\$200 deductible, \$10/\$20 prescription co-pay), or a comparable policy.

BCBSM Simply Blue PPO (\$1300/\$2600 deductible; \$5/\$25/\$50 prescription co-pay; a health savings account (HSA) funded by the College for 100% of the deductible amount), or a comparable policy. The employee may contribute more. Funds in the HSA may be used to cover deductible expenses and other qualified medical expenses, including prescription drugs.

Blue Care Network HMO (\$5/\$10/\$25 co-pays for office visits/urgent care/emergency room; \$5/\$10 prescription co-pay), or a comparable policy.

- II. Premium payments shall be made through bi-weekly or semi-monthly payroll deduction; whichever is appropriate by classification.
- III. Should participation in any plan fall below 10% of the WCCEA membership, the College has the option to remove the plan effective the beginning of the following benefit year.
- IV. Should plan offerings be modified in subsequent years, the College and the WCCEA will agree to modifications prior to offering.
- V. For the duration of time that the College is under the state-mandated 20% employee contribution for health care or the state-mandated cap for public employer contributions to pay for employee health care, the College will exercise its right to choose either option in accordance with law.
- VI. It shall be the responsibility of the faculty member to comply with the enrollment dates established by the College and to inform the Board with appropriate forms of any changes in the member's insurance status.
- VII. Faculty members who opt out of coverage are entitled to an annual \$2,000 rebate refunded in equal payments through 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 Flexible Spending Account Options

Employees may voluntarily elect to contribute to a flexible spending account and pay for dependent care expenses with pre-tax dollars under this plan.

0503 Prepaid Legal Insurance

Option to purchase voluntary prepaid legal insurance.

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.

0506 Michigan Public School Employee System

The College and the Association have occasionally received inquiries from Association members regarding the crediting of service years and earnings for the Michigan Public School Employee Retirement System (MPSERS). This is particularly true because the MPSERS system reporting and contribution requirements have changed in recent years due to legislative action and administrative changes at the State level.

The WCCEA and the College believe the current method of reporting service years and earnings to MPSERS to be in the best interests of both the College and the employees. In order to clarify and document the current and recent past practice and the parties' understanding, the parties agree as follows:

Faculty have a year round commitment and responsibility to the College. College faculty are paid on a semi-monthly basis over the 12-month year.

For purposes of the MPSERS retirement system, contributions (by the employee and the College) and employee service years will be credited and reported to the State each year beginning with the start of the College's fiscal year, July 1st, and ending on June 30th.

0507 Optional Retirement Plan

The College will provide a Retirement Health Savings Plan for all full-time unit employees who choose the Optional Retirement Plan (ORP) in lieu of the MPSERS Plan. The College agrees to contribute \$1,400 per participant each calendar year (January -December) on a bi-monthly basis (in alignment with the payroll cycle) into the ICMA Retirement Corporation Retirement Health Savings Plan.

Full-time unit employees hired after February 1, 2008, will contribute one percent (1%) of their base pay to the plan in addition to the College's contribution.

SECTION 0600-0609 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 in equal installments on the 15th and on the last day of each month unless those dates fall on a holiday or on a weekend. In that event, the payday shall then be on the last working day before the regularly scheduled payday.

0602.2 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.

0605 Remittance of Dues

A unit employee may authorize the College to deduct Local, MEA, and NEA dues, assessments, and contributions as determined by the Association. He/she shall do so by completing and signing a form supplied by the College. The employee may revoke said authorization, in writing pursuant to current law. The College will notify the Association within five (5) days of receiving such notice. Monthly payroll deduction shall begin with the last pay in September and continue, if not revoked, for a total of ten (10) equal payments. With respect to all sums deducted by the College pursuant to the authorization of the employee, the College agrees to promptly remit said sums upon direction of the

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

0606 Requests for Deduction

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

0606.1 The United Profession Dues, the Association, its State affiliation and national affiliation.

0606.2 Credit Union.

0606.3 Annuities.

0606.4 Such others as shall be mutually agreed upon by the Association and the Board.

0607 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.

SECTION 0700-0716 LEAVES AND VACATIONS

0701 Sick Leave

Full-time Professional Faculty are allowed to accumulate eight (8) hours of sick pay for each month from and including September through April, for a total of sixty-four (64) hours. Full-time Professional Service and Classified Faculty are allowed to accumulate eight (8) hours of sick pay for each month from and including September through August, for a total of ninety-six (96) hours. 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.

0702 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. Calculation of disability days is continuous throughout duration of disability, not contingent on assignment.

For employees who have worked for the College at least 1250 hours over the prior twelve (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.

0703 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 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.

0704 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.

0705 Jury Duty/Witness Pay

A faculty member shall be excused from work for jury service or if legally subpoenaed as a witness. 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.

0706 Leave for Public Service

0706.1 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.

0706.2 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.

0707 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.

0708 Special Training or Advanced Education Leave

0708.1 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.

0708.2 **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.

0709 Sabbatical Leave

0709.1 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 shall be processed as follows: faculty member request to Dean, then to Sabbatical Leave Committee, then to Vice President for Instruction, then to President, then to Board; and all proposed 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.

0709.2 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 he or she has 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.

0709.3 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 12th 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 (1) 15-week semester at full pay or two (2) 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.

- 0709.4** The Sabbatical Leave Committee will consist of five (5) members and a representative from 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 (1) and two (2) years. Only one (1) faculty member and one (1) administrator will be appointed to a two (2)-year term in any one (1) year, and no one (1) faculty member or administrator shall serve more than one (1) one (1)-year term and one (1) two (2)-year term consecutively, nor more than two (2) one (1)-year terms consecutively.
- 0709.5** 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 (2) applicants is equal, the decision will be based on seniority.
- 0709.6** Eligible faculty will submit their applications for full sabbatical leaves not later than March 12 of each year for the following academic year. All sabbatical leaves of a semester or shorter shall be granted at full pay and benefits.
- 0709.7** 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. Failure to present such evidence may result in disciplinary action under Paragraph 0205 of this agreement.
- 0709.8** 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.
- 0709.9** When a leave is granted under this section, the absence shall not be construed as a break in service for any purpose.
- 0709.10** Faculty members on sabbatical leaves are not eligible for overload contracts at Washtenaw Community College during the sabbatical leave period.

0710 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.

0711 Professional Improvement

Subject to prior approval of his/her Dean, each faculty member shall be allowed up to five (5) scheduled days in each academic year to attend professional activities. Subject to prior approval of his/her Dean, each faculty member will be allowed a total of \$300 per academic year for this purpose, and/or for the purpose of subscribing to professional journals and the like. The \$300 may be individually accumulated over the duration of this Agreement, but is not transferrable.

0712 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.

0712.1 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.

0712.2 A faculty member on leave may use accumulated sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

0712.3 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.

0713 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.

0714 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 her or his former position or similar position without prejudice. Such leave may or may not be without pay and fringe benefits.

0715 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.

0716 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.

SECTION 0800-0805.3 GRIEVANCE PROCEDURE

0801 Grievance Definition

A grievance is an alleged violation of an article or section of this Agreement or of any 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. For the purpose of this Grievance Procedure only, the term "calendar days" does not include holidays nor days the College is closed.

0802 Grievance Procedure

0802.1 Oral - Within ten (10) calendar days of the time a grievance arises, the faculty member, either directly or accompanied by an Association Representative, will present the grievance to his or her Dean. Within five (5) calendar days after presentation of the grievance, the Dean shall give his or her answer orally to the faculty member, or to the Association representative if the faculty member is not available.

0802.2 Step One

- A. If the grievance is not resolved in 0802.1, 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 faculty member(s) involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference each 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) calendar days after receiving the grievance, the Vice President for Instruction or the Vice President of Student Services shall communicate his or her answer in writing to the grievant and to the Association Representative.

0802.3 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 his or her 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 his or her designated representative, shall give the Association Representative an answer in writing no later than fourteen (14) calendar days after the step two meeting.

0803 Step Three Arbitration

0803.1 Time Limit. Within forty-five (45) calendar days after receipt of the Step Two decision, the Association, upon written notice to the Vice President of Human Resources, may submit the grievance to arbitration to the Michigan Employment Relations Commission, and pursuant to its then existing rules, requesting a list of ten (10) proposed arbitrators.

0803.2 Powers of the Arbitrator. It shall be the function of the Arbitrator, except as limited below, after due investigation, to make a decision in cases of alleged violation of the articles and sections of this Agreement and any rules or regulations.

- A. The Arbitrator shall not have power to add to, or subtract from, disregard, alter, or modify any of the terms of this Agreement.

- B. The Arbitrator 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 College 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.

0803.3 There shall be no appeal from the Arbitrator's decision if within the scope of his or her authority as set forth above. It shall be final and binding on the Association, the faculty member or members involved, and the Board. The Association, the Board, and its agents shall not encourage or cooperate with any appeal of an arbitrator's decision to any court or labor board; nor shall the Association or the Board attempt to bring about by any other means the settlement of any grievance; nor shall the Association or the Board appeal any decision of any court or labor board to an Arbitrator under this procedure.

0804 Grievance Appearance and Representation

0804.1 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.

0804.2 The Board and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance and/or arbitration meeting.

0804.3 If the grievance arises from an action of authority higher than the Dean, the faculty member may present such grievance at Step Two of this procedure. This is also true if, in the judgment of the Association, a grievance affects a group or class of faculty.

0804.4 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.

0804.5 A faculty member may be represented at all stages of the grievance procedure by himself/herself, or at his or her 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.

0805 Grievance Time Limits

0805.1 Time limits provided in the Agreement may be extended by mutual agreement when signed by the parties.

- 0805.2** 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.
- 0805.3** 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 0900-0904 MISCELLANEOUS

0901 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 for Instruction, and the Vice President of Human Resources, with the understanding that the Vice President of Human Resources shall have lead responsibility for the College administration.

0902 Waiver Clause

- 0902.1** 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.
- 0902.2** 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.
- 0902.3** 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.
- 0902.4** The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement.
- 0902.5** Signed "Letters of Agreement" are herein incorporated by reference and are separately kept.

0903 Duration of the Agreement

This contract shall be effective as of August 25, 2015, and shall continue in effect until August 28, 2018.

This Agreement supersedes and cancels all previous agreements between the parties, oral or written, and shall constitute the entire agreement between the parties.

0904 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 2015-2016
Appendix A-1	College Calendar 2016-2017
Appendix A-2	College Calendar 2017-2018
Appendix B-1	Professional Faculty Compensation
Appendix B-2	Provisions 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 C-6	Points Additions: Service, Academic Work
Appendix D	Personnel Procedures
Appendix E	Part-time Adjunct Teaching Faculty (not included)

APPENDIX A-0**COLLEGE CALENDAR 2015-2016****Fall Semester 2015**

August 18-20	Tuesday-Thursday	No Classes	All Faculty Report-Faculty In-Service
August 21	Friday	7:00 a.m.	Classes Begin
Sept. 3	Thursday	11:00 p.m.	Classes End
Sept. 4- Sept. 7	Friday-Monday	No Classes	Labor Day Holiday
September 8	Tuesday	7:00 a.m.	Classes Resume
November 23-24	Monday-Tuesday	No Classes	All Faculty Report- Faculty In-Service
November 25-29	Wednesday-Sunday	No Classes	Thanksgiving Recess
November 30	Monday	7:00 a.m.	Classes Resume
December 14	Monday	11:00 p.m.	Classes End
December 16	Wednesday	12:00 noon	Grades Due

80 Reporting Days

Winter Semester 2016

January 4-8	Monday-Friday	No Classes	All Faculty Report-Faculty In-Service
January 11	Monday	7:00 a.m.	Classes Begin
January 18	Monday	No Classes	Martin Luther King Holiday
February 21	Sunday	11:00 p.m.	Classes End
February 22-27	Monday-Saturday	No Classes	Winter Break
February 28	Sunday	7:00 a.m.	Classes Resume
March 27	Sunday	No Classes	Easter Holiday
May 2	Monday	11:00 p.m.	Classes End
May 4	Wednesday	12:00 noon	Grades Due

80 Reporting Days

Spring/Summer Semester 2016

May 9	Monday	7:00 a.m.	Classes Begin
May 28-30	Saturday-Monday	No Classes	Memorial Day Holiday
May 31	Tuesday	7:00 a.m.	Classes Resume
July 4	Monday	No Classes	Independence Day Holiday
July 5	Tuesday	7:00 a.m.	Classes Resume
August 1	Monday	11:00 p.m.	Classes End
August 3	Wednesday	12:00 noon	Grades Due

APPENDIX A-1**COLLEGE CALENDAR 2016-2017****Fall Semester 2016 (Revised)**

August 23-26	Tuesday-Friday	No Classes	All Faculty Report-Faculty In-Service
August 29	Monday	7:00 a.m.	Classes Begin
September 4	Sunday	11:00 p.m.	Classes End
September 5	Monday	No Classes	Labor Day Holiday
September 6	Tuesday	7:00 a.m.	Classes Resume
November 21-22	Monday-Tuesday	No Classes	All Faculty Report-Faculty In-Service
November 23-27	Wednesday-Sunday	No Classes	Thanksgiving Recess
November 28	Monday	7:00 a.m.	Classes Resume
December 19	Monday	11:00 p.m.	Classes End
December 21	Wednesday	12:00 noon	Grades Due

80 Reporting Days

Winter Semester 2017 (Revised)

January 3-6	Tuesday-Friday	No Classes	All Faculty Report-Faculty In-Service
January 9	Monday	7:00 a.m.	Classes Begin
January 16	Monday	No Classes	Martin Luther King Holiday
February 19	Sunday	11:00 p.m.	Classes End
February 20-25	Monday-Saturday	No Classes	Winter Break
February 26	Sunday	7:00 a.m.	Classes Resume
April 16	Sunday	No Classes	Easter Holiday
May 1	Monday	11:00 p.m.	Classes End
May 3	Wednesday	12:00 noon	Grades Due

80 Reporting Days

Spring/Summer Semester 2017

May 8	Monday	7:00 a.m.	Classes Begin
May 29	Monday	No Classes	Memorial Day Holiday
May 30	Tuesday	9:00 a.m.	Classes Resume
July 4	Tuesday	No Classes	Independence Day Holiday
August 1	Tuesday	11:00 p.m.	Classes End
August 3	Thursday	12:00 noon	Grades Due

APPENDIX A-2**COLLEGE CALENDAR 2017-2018****Fall Semester 2017 (Revised)**

August 22-25	Tuesday-Friday	No Classes	All Faculty Report-Faculty In-Service
August 28	Monday	7:00 a.m.	Classes Begin
September 3	Sunday	11:00 p.m.	Classes End
September 4	Monday	No Classes	Labor Day Holiday
September 5	Tuesday	7:00 a.m.	Classes Resume
November 20-21	Monday-Tuesday	No Classes	All Faculty Report- Faculty In-Service
November 22-26	Wednesday-Sunday	No Classes	Thanksgiving Recess
November 27	Monday	7:00 a.m.	Classes Resume
December 18	Monday	11:00 p.m.	Classes End
December 20	Wednesday	12:00 noon	Grades Due

80 Reporting Days

Winter Semester 2018

January 2-5	Tuesday-Friday	No Classes	All Faculty Report-Faculty In-Service
January 8	Monday	7:00 a.m.	Classes Begin
January 15	Monday	No Classes	Martin Luther King Holiday
February 18	Sunday	11:00 p.m.	Classes End
February 19-24	Monday-Saturday	No Classes	Winter Break
February 25	Sunday	7:00 a.m.	Classes Resume
April 1	Sunday	No Classes	Easter Holiday
April 30	Monday	11:00 p.m.	Classes End
May 2	Wednesday	12:00 noon	Grades Due

80 Reporting Days

Spring/Summer Semester 2018

May 7	Monday	7:00 a.m.	Classes Begin
May 28-29	Monday-Tuesday	No Classes	Memorial Day Holiday
May 30	Wednesday	7:00 a.m.	Classes Resume
July 4-5	Wednesday-Thursday	No Classes	Independence Day Holiday
July 6	Friday	7:00 a.m.	Classes Resume
August 2	Thursday	11:00 p.m.	Classes End
August 6	Monday	12:00 noon	Grades Due

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>2014-2015</u>	<u>2015-2016¹</u>	<u>2016-2017²</u>	<u>2017-2018³</u>
16	\$54,710	\$55,804	\$56,641	\$57,491
17	\$57,488	\$58,638	\$59,518	\$60,411
18	\$60,278	\$61,484	\$62,406	\$63,342
19	\$63,034	\$64,295	\$65,259	\$66,238
20	\$65,812	\$67,128	\$68,135	\$69,157
21	\$68,628	\$70,001	\$71,051	\$72,117
22	\$71,381	\$72,809	\$73,901	\$75,010
23	\$74,148	\$75,631	\$76,765	\$77,916
24	\$76,952	\$78,491	\$79,668	\$80,863
25	\$79,705	\$81,299	\$82,518	\$83,756
26	\$82,509	\$84,159	\$85,421	\$86,702
27	\$85,263	\$86,968	\$88,272	\$89,596
28	\$88,030	\$89,791	\$91,138	\$92,505
29	\$90,845	\$92,662	\$94,052	\$95,463
30	\$93,612	\$95,484	\$96,916	\$98,370

Instructional Laboratory Assistants: Maximum level 111
Student Services Advisors: Maximum level 113
Clinical and Laboratory Instructors: Maximum level 114

¹ 2 % increase August 2015.

² 1.5% increase August 2016

³ 1.5% increase August 2017

Professional Teaching Faculty: 1,280 hours (160 days) per year with year round professional responsibilities; Maximum step 30.

Professional Counselors, Professional Service Personnel and Professional Librarians: 1,600 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 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
b. Master's card
c. Teaching certificate
d. Industry- and professionally
recognized certifications and licenses

One point

One point

One point

One to three points

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 for 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	2014-2015 Hourly Rate	2015-2016 Hourly Rate⁴	2016-2017 Hourly Rate⁵	2017-2018 Hourly Rate⁶
101	\$16.63	\$16.96	\$17.21	\$17.47
102	\$17.91	\$18.27	\$18.54	\$18.82
103	\$19.25	\$19.64	\$19.93	\$20.23
104	\$20.54	\$20.95	\$21.26	\$21.58
105	\$21.87	\$22.31	\$22.64	\$22.98
106	\$23.17	\$23.63	\$23.98	\$24.34
107	\$24.50	\$24.99	\$25.36	\$25.74
108	\$25.81	\$26.33	\$26.72	\$27.12
109	\$27.09	\$27.63	\$28.04	\$28.46
110	\$28.42	\$28.99	\$29.42	\$29.86
111	\$29.71	\$30.30	\$30.75	\$31.21
112	\$31.05	\$31.67	\$32.15	\$32.63
113	\$32.35	\$33.00	\$33.50	\$34.00
114	\$33.66	\$34.33	\$34.84	\$35.36

Instructional Laboratory Assistants: Maximum level 111

Student Services Advisors: Maximum level 113

Clinical and Laboratory Instructors: Maximum level 114

2 % increase August 2015.

1.5% increase August 2016

1.5% increase August 2017

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 an 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 an 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.
3. 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.

In addition to earning one (1) point for experience at the College for each year of service, classified 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 Paragraphs 1(A) and 1 (B) in Appendix B-2. A point will not be added for less credit than that allowed in the formulas.

Classified faculty may also earn one (1) additional point, but no more, by submitting proof of the acquisition of certificates and licenses as outlined in Paragraph 3 of Appendix B-2.

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 for 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.

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 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 Vice President of Human Resources 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 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 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 effective August 25, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of July 28, 2015.

WASHTENAW COMMUNITY COLLEGE
BOARD OF TRUSTEES

WASHTENAW COMMUNITY COLLEGE
EDUCATION ASSOCIATION

Richard Landau
Chair

Maryam Barrie
President

Christina Fleming
Secretary

David J. Fitzpatrick
Chief Negotiator

John A. Entenman
Chief Negotiator

Julie Kissel
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Douglas P. Kruzel
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Michael King
Negotiator

Linda Blakey
Negotiator

Jason Withrow
Negotiator

Kristin Good
Negotiator

Justin Carter
Negotiator

Brandon Tucker
Negotiator

Marla E. Stuck
Negotiator

WASHTENAW COMMUNITY COLLEGE

EEO/Title IX/Section 504 Statement

Washtenaw Community College does not discriminate on any basis which is illegal by applicable law.

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.

Inquiries concerning Title IX and Section 504 should be directed to the office of the Vice President of Student and Academic Services, Student Center Building, Washtenaw Community College, Ann Arbor, MI. 48105. Charges of violation of the above policy also should be directed to the College Affirmative Action Officer in the Office of Human Resource Management, Business Education Building.

INDEX

A

Absences and Tardiness.....	3
Academic Advising	30
General Education Faculty	30
Occupational Education Faculty	30
Academic Day	11
Academic Departments.....	2
Academic Week.....	11
Academic Year	10
Access to Information.....	6
Agreement Date	4
Alleviation of Overstaffing	38
Alternative Assignments	25
Appendices	
Appendix A-0	59
Appendix A-1	60
Appendix A-2	61
Appendix B-1	62
Appendix B2-Provisions for Initial Point Allocation for Professional Faculty Members	64
Appendix B-3-Point Additions	
Service, Academic Work.....	65
Appendix C-1-Compensation for Classified Faculty ...	66
Appendix C-2-Qualification and Placement of Instructional Laboratory Assistants	66
Appendix C-3-Qualifications and Placement of Student Services Advisor	68
Appendix C-4-Quallifications and Placement of Clinical Instructors.....	69
Appendix C-5--Qualifications and Placement of Laboratory Instructors	70
Appendix C-6-Points Additions	
Service, Academic Work.....	71
Appendix D-Personnel Procedures	72
Assault or Injury	42
Reporting Assault or Injury.....	42
Assessment Committee.....	26
Assignment Stability.....	37
Assignments And Loads--Professional Instructors Whose Primary Responsibility Is Teaching English.....	13
Association Business	8
Association Leave.....	8
Attendance at College Functions	24

C

Cadaver Preparation and Maintenance.....	19
Classified Faculty	
Vacation Leave.....	23
Classrooms and Equipment.....	41
College Bookstore	40
Commitment to Professional Responsibilities	4
Communications Devices	27
Compensation	46
Compensation Due To Chargeable Leave	46
Equal Compensation.....	46
Remittance of Dues	46

Requests for Deduction.....	47
Salary Determination	46
Salary Payment	46
Continuing Contracts	33
Continuing Education/Job Skills Education	3
Contract Implementation Committee	56
Course Syllabi.....	1
Course Syllabus.....	19
Cross-Departmental Collaboration.....	2
Curriculum	2
Curriculum Committee.....	25

D

Definition of Full-Time Professional Faculty.....	13
Department Chair	
Additional Duty Pay	29
Election Procedures	28
Department Chairs	27
Dependent Tuition Grants	41
Disability Insurance Coverage Options.....	44
Distance Learning/Learning Technology	4
Division Procedures	35
Duration of the Agreement.....	56
Duty Hours	
Professional Counselors.....	20
Duty Hours/Assignment	
Classified Faculty	21
Duty Hours: Professional Instructors	17
Duty Hours: Professional Service Personnel and	21

E

Evaluation of Performance.....	34
Experimentation and Classroom Research	4

F

Faculty Advisor to Phi Theta Kappa	31
Faculty Lounge	43
Faculty Member Rights.....	8
Faculty Planning, Development, and Evaluation	2
Faculty Professional Development Committee	26
Faculty Schedules and Other Assignments	24
Faculty Tuition Grants	41
Flexible Benefits Plan	43
Flexible Spending Account Options.....	45
Frontloading.....	17
Full-Time Faculty Retraining	39

G

Grievances	
Grievance Appearance and Representation.....	55
Grievance Definition.....	53
Grievance Procedure.....	53
Grievance Time Limits	55

Step Three Arbitration 54

H

Health Services 42
Physical Examinations..... 42
Preventive Services 42
Holiday Observance..... 23

L

Leaves
Bereavement Leave 48
Jury Duty/Witness Pay 48
Leave for Birth of Child or Adoption 52
Leave for Education 52
Leave for Professional Organization Service..... 52
Leave for Public Service..... 49
Leaves of Absence for Personal Illness 47
Military Leave 49
Mutual Consent Leave..... 53
Personal Business Leave 48
Professional Improvement 52
Repayment Requirement 53
Sabbatical Leave..... 50
Sick Leave 47
Special Training or Advanced Education Leave..... 49
Liability Insurance 45
Limitations: Extended Day Schedules 17

M

Managements Rights..... 7
Master Class Schedule 3
Meeting Rooms..... 7
Meetings 36
Message Center..... 42

N

New Appointees..... 32
New Personnel Positions 38
Non-Discrimination 36

O

Office Hours 2
Office Space 7
Office Space and Secretarial Service 41
Official Association Participation at Board 8
Order of Reassignment 38
Overall Staff Reduction 38
Overload 15, 16, 46
Ownership and Use of Staff Developed Material 9

P

Paid Holidays

Classified Faculty 22
Part-Time Faculty 4, 14
Performance Contracts 7
Permanent Promotions 37
Personnel File
Access 31
Contents 32
Posting of Association Notices..... 8
Preamble 1
Prepaid Legal Insurance 45
Program/Discipline Advisory Committee 30
Progressive Discipline..... 34
Promotions and Transfers..... 40
Public Sector 27

R

Recognition 5
Release Time for Negotiations 5
Retirement
Michigan Public School Employee System 45
Optional Retirement Plan..... 46
Review of Course Credit 3
Rights to Organize and Support 7

S

Seniority Date 35
Sponsorship of Student Activities 31
Student Retention 3
Student Services Convener..... 30
Subsequent Agreement..... 57
Supervised Study/Study Problems/Independent
Study/Under-Enrolled (Z) Sections..... 18

T

Teaching Assignments and Loads--Definitions..... 12
Temporary Reassignment..... 37
Termination..... 34
Transfer to Bargaining Unit 37
Transportation 24

U

Use of Facilities 8

V

Vacancies 37

W

Waiver Clause 56