

January 1, 2007 - December 31, 2009

MASTER AGREEMENT

Between

The Wayne County Community College District

BOARD OF TRUSTEES

And

The Wayne County Community College District

FEDERATION OF TEACHERS

AFT, LOCAL 2000

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ARTICLE I
AGREEMENT

- A. This Agreement is made by and between the Wayne County Community College District Board of Trustees, and its successors, hereinafter referred to as the “Employer”, and the Wayne County Community College District Federation of Teachers, Local 2000 hereinafter referred to as the “Federation”.
- B. This Agreement shall be effective 12:01 a.m., January 1, 2007 and shall continue effective until midnight December 31, 2009 (length of contract to be three (3) years). This Agreement shall be extended only by written agreement of the Employer and the Federation.
- C. The purpose of this Agreement is to set forth terms and conditions of employment, such as wages, hours, and working conditions; to establish the system for collective bargaining; and to promote orderly and peaceful labor relations between the Employer and Faculty members. To the above end, it is the intent of the parties to abide by the terms of this Agreement at all times.
- D. Medical, optical and dental benefits and all other fringe benefits governed by Article XXIX (Fringe Benefits) shall remain open and the parties shall continue to be obligated to negotiate over these items until the expiration of the contract, unless otherwise agreed in writing by the Federation, with the approval of its membership, and the District, with the approval with the Board of Trustees. Further, the parties shall be obligated to negotiate over any subjects covered by or related to applicable legislation introduced and/or enacted during the current legislative session, including, without limitation, Senate Bills 418, 419, 420, 421, 546, 547 and there House counterparts, and/or their predecessors and/or successors.
- E. On January 1, 2008, the following provisions of the contract will be re-opened and the parties shall be required to negotiate over them: Article XV (Assignments) and any other provisions of the contract which relate to or which must be harmonized with changes in Article XV, Article XVII (Class Size), Article XVIII (Faculty Load), Article XX (Evaluation of Faculty), Article XXIII (Employment), Article XXV (Contract Status), Article XXVIII (Salary Schedules), and including the creation of senior full-time faculty position and Article XXXVI (Distance Education).

Board of Trustees

Federation

Charles Paddock
Chairperson

James W. Jackson
President

Larry K. Lewis
Vice Chairperson

Beatrice Talpos
Chief Negotiator

Denise Wellons-Glover
Secretary

Mary Ellen Stempfle
Treasurer

Dr. Curtis L. Ivery
Chancellor

James C. Zeman
Chief Negotiator

ARTICLE II

RECOGNITION

- A. The Employer recognizes the Federation as the sole and exclusive bargaining representative for the Bargaining Unit consisting of all full-time and all regular part-time Faculty members: instructors, counselors, librarians, and coaches.
- B. Excluded from the Bargaining Unit are temporary part-time Faculty members; office clerical and support staff employees; supervisory, administrative, executive employees and all full-time Faculty members on one hundred (100%) percent release time from their regular contractual obligation for the purpose of performing duties as a Faculty leader, department chairperson, or a similar capacity; and all other employees. Full-time Faculty members only partially released from their regular contractual obligation for the purpose of performing duties as a Faculty leader, department chairperson, or a similar capacity shall not be excluded from the bargaining unit.
- C. In the event that the Employer creates a new position, the Director of Human Resources, representing the Employer, shall inform the President of the Federation of this new position prior to announcing it publicly, and the Federation and the Director of Human Resources shall determine whether such position shall be included in the Bargaining Unit.
- D. No administrative duties shall be added to any position within the unit, which shall have the effect of removing such position from the Bargaining Unit without prior negotiation and agreement with the Federation.
- E. The Associate Dean, Nursing (Exempt) will be equivalent to a department head.

ARTICLE III

SCOPE OF THE AGREEMENT

- A. This Agreement shall supersede any rules, regulations, or practices inconsistent with its terms unless mutually adjusted in writing by the Employer and the Federation and ratified by the membership of the Federation and the Board of Trustees. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. All individual Faculty members' contracts shall be made expressly subject to the terms of this Agreement.

- B. Any amendment to this Agreement between the Employer and the Federation may be made after the Employer and the Federation have agreed in writing that a particular program cannot be designed to comply with specific provisions of this Agreement and that all efforts to design the program in question so as to comply with this Agreement have been exhausted. Such agreement by either party shall not be withheld arbitrarily or capriciously.
 - 1. The written adjustment between the Employer and the Federation shall specify which provisions of this Agreement shall be adjusted and how they shall be adjusted.
 - 2. Any such adjustment shall apply only to the programs specifically mentioned therein.
 - 3. Any such adjustment shall not be made prior to the final submission of the involved proposal to any agency granting funding and/or approval by final submission to the Board of Trustees.

ARTICLE IV

CONFORMITY TO LAW

- A. This Agreement is subject in all respects to the laws of the State of Michigan and the United States with regard to the powers, rights, duties, and obligations of the Employer, the Federation, and the employees in the Bargaining Unit.
- B. In those instances where any state law is contested, the provisions of that law shall be implemented until such time as a court of competent jurisdiction declares it to be unconstitutional, null, or void.
- C. In the event any provision of the Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. The parties shall meet for the purpose of rewriting directly affected provisions of this contract and those provisions only. However, all other provisions of this Agreement shall continue in effect and such court determination shall not affect any other portion of this Agreement.

ARTICLE V

FAIR EMPLOYMENT PRACTICES

- A. The Employer and the Federation recognize their respective responsibilities under federal, state, and local laws relating to fair employment practices.
- B. The Employer and the Federation recognize the moral and legal principles involved in the areas of civil rights and employment of the handicapped and reaffirm from this collective bargaining agreement their commitment not to discriminate because of race, creed, color, national origin, age, sex, dress and appearance, marital status, sexual orientation, political beliefs and activities, or membership or participation in any employee organization, by adhering to existing equal employment opportunity, affirmative action, and Title IX guidelines and rules and regulations and/or guidelines.
- C. Whenever the word “he” or “employee” is used in this document, it shall be deemed to include both male and female.

ARTICLE VI

EMPLOYER'S RIGHTS

- A. The Federation recognizes the Employer's right to manage its affairs and direct its work force and, within the existing framework of the Statutes of the State of Michigan and the by-laws of the Wayne County Community College District Board of Trustees, to maintain the College as efficiently and at the lowest possible cost consistent with fair labor standards. Further, the College has all the customary and usual rights, power, functions and authority of management. It is recognized that the management of the College, and the control of its properties and the maintenance of order and efficiency are solely a responsibility of the Employer. Among the rights and responsibilities belonging to the Employer are the rights to decide the number and location of its facilities, work to be performed within the unit, maintenance and repair, amount of supervision necessary and schedule of work.

- B. It is further recognized that the responsibility of the Administration of the College for the selection and direction of the working forces, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer, to relieve employees from duty because of lack of work or for other legitimate reasons as set forth in this Agreement, is vested exclusively in the Employer. It is understood and agreed that none of this foregoing rights and responsibilities will be exercised in a manner, which is inconsistent with the provisions of this Agreement.

- C. The Employer reserves the right to promulgate reasonable rules and regulations in order to maintain order and discipline provided the same are not inconsistent with provisions of this Agreement.

ARTICLE VII

FEDERATION SECURITY

A. FEDERATION MEMBERSHIP

1. As a condition of employment, each Faculty member in the Bargaining Unit on or before the sixtieth (60th) day after the effective date of this Agreement or on or before the sixtieth (60th) day after employment in the Bargaining Unit, whichever is later, and regularly thereafter, shall tender to the Federation either periodic and uniformly required Federation dues, or in the alternative, service fees in an amount equal to these dues as set forth in the rules of the Federation.
2. The Employer shall provide to the Federation the name of those Faculty members hired, rehired, reinstated or transferred on or before the tenth (10th) working day after the effective date of such hire, rehire, reinstatement or transfer, and include the following information: address, city, state, zip code, department, salary, highest degree, contract and credit hour, and home phone number.

B. CHECKOFF

1. The Human Resources Department, at the time of hire, rehires, reinstatement, or transfer of a Faculty member into the Bargaining Unit, shall apprise the prospective member of this Article's provisions and shall present to him an Application for Membership and an Authorization for Checkoff of Dues supplied by the Federation.
 - a. If the Faculty member desires to join the Federation, he shall complete both the Application for Membership and the Authorization for Checkoff of Dues and return them to the Federation's Financial Officer.
 - b. If the Faculty member does not desire to join the Federation, he shall complete only the Authorization for Checkoff of Dues, so that the Federation may collect from him its service fees equal to the monthly dues, and return it to the Federation's Financial Officer.
2. During the life of this Agreement and in accordance with the terms of the Authorization for Checkoff of Dues, the Employer agrees to deduct membership dues or service fees levied in accordance with the rules of the Federation from the pay of each Faculty members who executes or has executed the Authorization for Checkoff of Dues.
3. The initial deduction for any Faculty member shall not begin unless the Authorization for Checkoff of Dues and the certification of the Federation's Financial Officer as to the amount of the periodic Federation dues or service fees has been delivered to the Employer's Payroll Department at least fifteen (15) calendar days prior to the affected payday.

4. All sums deducted by the Employer shall be remitted to the Federation's Financial Officer once each month by the fifth (5th) working day of the month following the month in which deductions were made, together with a list of current Faculty members, showing the amount of Federation dues or service fees deducted from each Faculty member.
5. In cases where a deduction is made which duplicates a payment already made to the Federation by a Faculty member, or where a deduction is not in conformity with the rules of the Federation, refunds to the Faculty member shall be made by the Federation.
6. The Employer shall not be liable to the Federation by reason of Section B of this Article for the remittance of payment of any sum other than that constituting actual deductions made from the pay earned by the Faculty member.
7. The Employer shall not, during the life of this Agreement, deduct dues or service fees from Faculty members for any organization other than the Federation without the Federation's written permission.
8. The Federation shall protect and save harmless the Employer from any and all claims, and demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Section B of this Article.

C. TERMINATION FOR FAILURE TO COMPLY

1. A Faculty member in the Bargaining Unit who fails to tender to the Federation either periodic and uniformly required Federation dues, or in the alternative, service fees in an amount equal to these dues as set forth in the rules of the Federation, shall be terminated by the Employer, provided the following procedures are adhered to:
 - a. The Federation shall notify the Faculty member by certified or registered mail, explaining that he is delinquent in not tendering required Federation dues or service fees, specifying the current amount of the delinquency and warning him that unless delinquent dues or service fees are paid and a properly executed Authorization for Checkoff of Dues is tendered within ten (10) working days of such notice, he shall be reported to the Board of Trustees for termination as provided for in this Article.
 - b. The Federation shall give a copy of the letter sent to the Faculty member and include the following written notice to the Director of Human Resources at the end of the ten (10) day period:

The Federation certifies that has failed to tender either the periodic and uniformly required Federation dues or service fees required as

a condition of continued employment under the collective bargaining agreement and demands that, under the terms of this Agreement, the Board of Trustees terminate this Faculty member.

2. The Director of Human Resources shall communicate the Federation's request for termination of the Faculty member to the Board of Trustees within five (5) working days after receipt of the above letter and notice. At the next scheduled public meeting, the Board of Trustees shall terminate the Faculty member effective within ten (10) working days of the meeting.
3. A Faculty member terminated under this Article shall not be rehired without the written consent of the Federation.
 - a. Consent to rehire the Faculty member shall not be withheld arbitrarily or capriciously, and the Federation shall notify the Employer in writing when consent is withheld, giving the reasons therefore.
 - b. A Faculty member who receives consent to be rehired shall reimburse the Federation for all past dues or service fees before he is rehired.
4. The Federation shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Section C of this Article.

ARTICLE VIII

FEDERATION OPERATIONS

- A. The Employer shall not attempt in any way to prevent any landlord from renting space to the Federation throughout the life of this Agreement.

- B. The AFT will have access to a total of thirty (30) credit hours of “in lieu of” or “in addition to” time in the aggregate for each academic year. This release time will be permitted for contract administration, grievance handling, contract negotiation or other union related activities. Release time will be available only for the Fall and Spring semesters, and will be non-cumulative in subsequent years. The parties will develop a system for accounting for the time used, in which each will confirm the balance of the time remaining. The College may not veto or require prior approval of a request made according to procedure and within the proper notice requirement.

Release time may be accessed only by the President of the Union or a person designated by the President. He will notify the College that the Union has authorized release time. For persons to be released for an entire academic semester, this notice will be provided on or before the Faculty Organization Day in each semester. The notice will state the names of persons to receive release time that semester, and the number of hours to be used.

The Union may access release time on an ad hoc basis in such amounts as are necessary. The Union will provide at least twenty four (24) hours advance notice of the need for release time.

All release time used that semester will be reported by the President of the Union to the Vice Chancellor Instructional Accountability or successor title on or before the last day of each semester with a complete accounting of each Faculty members hours used.

Of the thirty (30) credit hours available, up to six (6) credit hours per year may be used for release time for part time employees.

Release time will be permitted if the thirty (30) credit hours have been exhausted, but the Union will be responsible for compensating persons released from professional responsibilities.

Release time may not be granted in excess of or beyond the regular contractual load assignment of any bargaining unit member covered by this Agreement.

- C. It is agreed and understood that no person released under the provisions of this Article may select an overload assignment, which is scheduled at the same time as the contract obligation from which he is released.

No overload compensation, stipend, or extra compensation may be made to any bargaining unit member for release time granted pursuant to any provision of this contract. The parties acknowledge that “release time,” granted for specific purposes in the various Articles and Memorandum of Understanding to this agreement is a “wage continuation program” only.

- D. The Employer shall deliver via its inter-office and inter-campus mail system Federation inter-office and inter-campus mail. Such deliveries shall be made at the same time regular College inter-office or inter-campus mail deliveries are made. The Employer shall not delay such Federation mail deliveries arbitrarily, nor shall it charge the Federation for such deliveries. The Federation shall have separate bulletin board space in each full-time learning facility in order to post notices of its activities except that in the Administration Building the Federation shall have two (2) bulletin board spaces and a portion of any divisional bulletin board. Bulletin board space shall be in teacher lounges or other locations not normally frequented by students. The Federation may place additional bulletin boards, at its expense, in teacher lounges or in other areas not normally frequented by students.

ARTICLE IX

NEGOTIATIONS

- A. During the period of this Agreement, any time after two hundred ten (210) days preceding the termination date, either party may notify the other of its intention to negotiate, and negotiations shall begin within sixty (60) days after such notice is received.
- B. During the period of negotiating an agreement, the parties shall meet at reasonable intervals and for reasonable periods of time. Every effort shall be made to schedule bargaining sessions at times, which shall not conflict with scheduled assignments or otherwise disrupt or create discontinuities in normal College operations.
- C. Whenever a question arises concerning the application and interpretation of this Agreement, which affects all or substantially all of the members of the Bargaining Unit, by mutual consent the party(s) may convene their professional negotiation teams to discuss this matter.
- D. Negotiations shall be conducted at a neutral meeting place, provided the expense of obtaining a neutral site is equally shared by both parties.

ARTICLE X

COMMUNICATIONS

- A. The President of the Federation or his designee shall be furnished a copy of the agenda of each public meeting of the Board of Trustees with all normal attachments not confidential as determined by the Board at the same time regular distribution is made to the Board.
- B. Upon written request by the Federation, its officially designated representative shall appear as an item of new business on the agenda of each monthly public meeting of the Board of Trustees for which the request was made, provided that such request shall be made in writing and received by the office of the Secretary to the Board at least one (1) week prior to the meeting. Said request shall state the reason for appearing before the Board and shall include any available relevant materials related to the subject matter of the request. If sufficient advance notice of a public meeting is not given to the Federation in order to allow for its request to be delivered within the prescribed time limits, such request shall be made within a reasonable time after receipt of the notice of the meeting.
- C. The Employer shall make available to the Federation upon its request and within reasonable time thereafter such available statistical, financial, and personnel information and reports related to the operation of the College as are necessary for the processing of grievances or the negotiation or implementation of collective bargaining agreements, provided nothing included herein is intended to require the Employer to present information in forms not normally followed nor in forms not already compiled as provided by law.
- D. There shall be a regularly scheduled meeting between the Director of Human Resources and the President of the Federation or his designee at least once every month. The parties may bring individuals they feel are necessary for the conduct of business at these meetings.
- E. The Federation shall be provided with a copy of the organizational chart of the College complete with names, titles, office locations, and office telephone numbers and extensions of each administrator and supervisor. The Federation shall be notified of changes in the organizational chart within ten (10) working days of such change. The Federation shall be provided with a copy of the job description of each administrator and supervisor employed by the Employer.
- F. The Employer shall be provided with a list of Federation officers, committee members, and other officials of the Federation along with office locations and office telephone numbers and extensions. The Employer shall be notified of changes in this data within ten (10) working days of such change.
- G. Faculty members shall be responsible for providing the Employer and the Federation with changes in their addresses or telephone numbers within ten (10) working days of such change.

- H. The Employer shall provide the Federation the following: the name, address, city, state, zip code, department, salary, highest degree held, contact hours, credit hours, and home telephone number of those Faculty members hired, rehired, reinstated or transferred on or before the tenth (10th) working day following such hire, rehire, reinstatement or transfer.
- I. The Employer shall supply each employee of the Bargaining Unit with a copy of this Agreement within sixty (60) working days after its ratification by both parties. Each newly hired, rehired, reinstated, or transferred employee who does not have a copy of the Agreement shall be supplied with a copy by the Employer. The Employer shall supply the Federation with one hundred (100) copies of the Agreement for the Federation's own use. A copy of this Agreement shall be maintained in the office of each administrator and supervisor of the College.
- J. Upon request the Employer shall mail to the Faculty members a letter describing their fringe benefits.

ARTICLE XI

GRIEVANCE PROCEDURE

- A. The primary purpose of this procedure shall be to secure at the lowest possible level, equitable solutions to the problems of both parties. Nothing contained herein shall be construed as limiting the right of any Faculty member to discuss an alleged grievance with the appropriate member of the administration.
- B. A “grievance” shall mean an allegation by an employee in the Bargaining Unit, by a Group of Employees, or by the Federation on its own behalf that there has been an alleged violation, misapplication or non-application of any provision of this Agreement or any disciplinary action. All grievances shall be settled in conformity with the following grievance procedures:
- C. 1. Prior to the filing of a formal written grievance, but no later than ten (10) working days after the cause shall have become known to the Faculty member, the grievant shall meet with the appropriate administrator in whose area the grievance arose to discuss the matter informally with the object of conflict resolution.
2. If the grievance remains unresolved after informal discussion, the Federation may submit a written grievance no later than twenty (20) working days after the Grievant’s knowledge that a grievance exists. In no event shall the grievance procedure be invoked for a grievance based on this Agreement later than twenty (20) working days after the formal expiration of this Agreement. A copy of the written grievance shall be dated and signed by the grievant and/or Federation representative and submitted by the Federation to the appropriate Academic or Student Services Administrator along with any attachments which the Federation deems relevant to the case.
3. The appropriate Academic or Student Services Administrator shall within fifteen (15) working days communicate his decision and reasons therefore in writing to the Federation.
- D. **STEP TWO**
1. If the grievance remains unresolved after Step One, the Federation shall submit the grievance to the Director of Human Resources within five (5) working days after receipt of the grievance answer from the appropriate Academic or Student Services Administrator.
2. Within ten (10) working days after receipt of the written grievance from the Federation, the Director of Human Resources shall arrange and hold an informal hearing with the member of the Grievance Committee of the Federation.

3. Within ten (10) working days after this hearing, the Director of Human Resources shall communicate his decision and the reasons therefore in writing to the Federation.

E. STEP THREE (Optional)

1. If the grievance remains unresolved after Step Two of the Grievance Procedure, the Federation may request an additional meeting with the Director of Human Resources within five (5) working days after receipt of the grievance answer from the Director of Human Resources in order to discuss the grievance further.
2. Within ten (10) working days after receipt of the request for an additional meeting, the Director of Human Resources shall arrange and hold a hearing with the Federation President and the Chairperson of the Grievance Committee.
3. Within five (5) working days after this hearing, the Director of Human Resources or his designee, shall communicate his decision in writing, including a written explanation thereof, to the Federation.

F. STEP FOUR

1. If the grievance remains unresolved after Step Three of the Grievance Procedure, the Federation may submit the grievance to arbitration. Official written notice of the desire for arbitration shall be submitted to the Director of Human Resources no later than ten (10) working days after the receipt of the grievance answer from the Director of Human Resources in Step Three. In the event the Federation shall fail to serve a written notice, the matter shall be considered as settled on the basis of the written disposition by the Director of Human Resources.
2. The arbitration proceedings shall be conducted under the rules of the Federal Mediation and Conciliation Service or the American Arbitration Association by an arbitrator to be selected by the Employer and the federation within ten (10) working days after notice of the desire for arbitration has been received by the Director of Human Resources. If the parties cannot agree upon an arbitrator, they may file for arbitration by an arbitrator selected by the Federal Mediation and Conciliation Service or the American Arbitration Association from their list of arbitrators. Grievance resolution may also be sought, upon mutual agreement, through the services of the Michigan Employment Relations Commission.
3. The arbitrator shall hear the matter promptly and shall issue his decision not later than thirty (30) days from the close of the hearing.
4. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Federation. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

- 5 The decision and award of the arbitrator shall be in writing and shall set forth his opinions and conclusions on the issues submitted to him.
- 6 The decision and award of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be accepted as final by the Employer, the Federation, and the employee or employees involved.
- 7 Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this Agreement.

G. GENERAL PROVISIONS

1. All formal grievances shall be typed and shall be submitted on the Formal Grievance Form illustrated in the Appendix of this Agreement. All subsequent decisions or answers by the Employer shall be typed and shall be submitted on this form.
2. The grievant shall have the right to be present, to be accompanied by an official of the Federation, or to be represented by an official of the Federation at any stage of the proceedings. Either party shall have the right to bring in witnesses necessary for the processing of the grievance.
3. Hearings and conferences held under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses required to be present, to attend. When such hearings and conferences are held during working hours, all employees whose presence is required shall be excused for that purpose without loss of pay.
4. Grievances shall be processed as rapidly as possible. The number of working days indicated at each level shall be considered as maximum and every effort shall be made to expedite the grievance process. For purposes of this Agreement, a "working day" shall be defined as any weekday, Monday through Friday, excluding holidays and any other days on which the College is closed officially.
5. Failure to appeal a decision by the grievant within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Failure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Time limits may be extended by mutual written agreement of both parties.
6. A grievance may be initiated at any higher applicable level by mutual written agreement of both parties. The Federation may withdraw a grievance without prejudice and without establishing a precedent at any step of the procedure. No grievance withdrawn in this matter shall be reinstated.

7. No restraining, coercive, discriminatory, or retaliatory action of any kind shall be taken by the Employer against any party of interest, any Federation representative, or any official participant in the grievance procedure by reason of such participation.
8. All discussions with respect to the grievance shall be kept confidential by the parties involved during the procedural steps of the grievance, provided either party may release pertinent information to any or all personnel related to the grievance.
9. No decision on a grievance or an adjustment thereof shall be contrary to any provisions of this Agreement. No terms shall be added to or subtracted from this Agreement or any provisions changed by the grievance procedure.

ARTICLE XII

PERSONNEL FILES

- A. An official personnel file shall be maintained by the Employer for each Faculty member, and all such files shall be maintained in a centrally located office.
- B. Each personnel file shall have a cover sheet upon which shall be recorded the date of the insertion of any material, the subject and origin of the material, and the names of those persons who insert and inspect the material.
- C. Each Faculty member shall be obligated to see that employment data, such as verification of job experience, transcripts of credit, and records of certification, necessary for initial salary placement and subsequent salary changes or adjustments, are on file in the Human Resources Office.
- D. In the event the Employer is served with any legal process requiring the production of personnel records for any bargaining unit member, the Employer shall notify the affected bargaining unit member of same within five (5) working days of service. The Employer will continue to honor the provisions of the Federal Education and Family Privacy Act with respect to disclosure of personnel records.
- E. Each Faculty member shall have the right to examine the contents of his own personnel file, excluding only confidential pre-employment credentials of an evaluative nature. The Faculty member shall make an appointment with the Human Resources Office to examine his file. The Director of Human Resources or his designee shall be present when the Faculty member examines his file, and if the Faculty member desires, he may be accompanied by a representative of the Federation. If the Faculty member designates in writing that he desires a representative of the Federation to examine his file in his absence, the designated representative shall be allowed to examine the file.
- F. No material originating from a nonprofessional source shall be placed in the Faculty member's personnel file. No official report or any derogatory statement about a Faculty member shall be filed unless he is sent an exact dated copy. The Faculty member has the right to submit a response to the report or statement, and the response shall be attached to and filed with the report or statement. Official reports and derogatory statements shall be placed promptly in a Faculty member's personnel file. Official reports and derogatory statements deliberately filed apart from the official file shall not be used in disciplinary actions.
- G. All documents, communications, and records dealing with the processing of a grievance as outlined in this Agreement shall be filed separately from the personnel files of the participants. This provision shall be retroactive.
- H. Each Faculty member shall have the right to place in his personnel file material, which attests to his professional competence.

- I. At the Faculty member's request, the Employer shall reproduce any materials in his personnel file except confidential pre-employment credentials of an evaluative nature, provided a reasonable duplication fee is paid by the Faculty member.
- J. Each Faculty member shall be apprised in writing of the permanent removal of any material from his personnel file. The following rules shall govern permanent removal of such materials:
 - 1. Each Faculty member shall have the right to request in writing material filed for over three years prior to the request be removed permanently from his personnel file. Such material shall be removed promptly by the Employer.
 - 2. The Employer shall have the right to remove permanently material filed for over three years prior to the date of removal.
 - 3. Each Faculty member shall have the right to retain material permanently removed from his personnel file.
 - 4. Material expressly excluded from these provisions shall include: employment data, such as verification of job experience, transcripts of credits, and records of certification necessary for initial salary placement and subsequent salary changes or adjustments, and confidential pre-employment credentials of an evaluative nature.
- K. No personnel file shall be reviewed unless the appropriate College representative is present and authorizes same.
- L. The Employer shall apprise the Faculty member of any request by any non-college agency to review the said Faculty member's personnel file.

ARTICLE XIII

ACADEMIC FREEDOM

- A. A Faculty member shall be free to present instructional materials, which are relevant to the subject taught and consistent with course objectives. A Faculty member shall be entitled to freedom of discussion within the classroom on all matters, which are relevant to the subject under study, and within his area of professional competence.
- B. A Faculty member shall be entitled to freedom of discussion in his department or staff meetings on all matters, which are relevant to the subject under study.
- C. The Faculty member shall be free from administrative and institutional censorship and discipline when he speaks or writes as an individual. The Faculty member bears the responsibility to clarify the fact that he speaks or writes as an individual and not on behalf of the Employer, and to so identify himself at the time he speaks or writes.
- D. The presence of any communications monitoring device during the meeting of any class, Faculty meeting, or committee meeting shall be only with the prior written approval of the Faculty member concerned. No materials gathered by means of such device shall be admissible as evidence in any action against any Faculty member without his approval.
- E. Faculty members shall allow students to record classroom activities as a means of assisting the student for study that is directly related to the course syllabi. The instructor may identify specific class sessions, which cannot be recorded for sound academic reasons, on the syllabi given to the students.
- F. The Faculty member shall be entitled to use any secondary materials, subject to budget limitations, which he believes will achieve the course goals agreed upon by the teachers who teach that discipline/course.
- G. The Faculty member shall be free to use methods or innovations of instruction, which he feels achieve the best results and responses from this students. This provision includes the use of books and any other material furnished by the Faculty member so long as they help students achieve the course goals, but said Faculty member shall not have the right to require students to purchase said additional materials.
- H. When such methods as noted in (G) include field trips it shall be the responsibility of the Faculty member to secure prior approval of the appropriate Academic Administrator of such field trips on forms supplied by the Employer at least three (3) weeks prior to the scheduled date of the field trip.

The above paragraph shall not apply to those Faculty members whose field trips were established pursuant to Section L of this Article. Notification of all field trips must be conveyed to the appropriate Faculty administrator by the Faculty member at least one week before the field trip occurs.

- I. The Faculty member shall be free to request any books, magazines, newspapers, or any other materials to be purchased by the library or his division, or area, without censorship, subject only to budgetary limitations.
- J. The Faculty member shall be supported with instructional resources and services appropriate to his instructional assignment and subject to budgetary limitations. Such resources and services shall include, but not be limited to, Research and Development, Learning Media, and Data Processing.
- K. There shall be no administrative rules or regulations governing the dress or appearance of Faculty members.
- L. The Faculty members who teach a particular course within a discipline grouping and the appropriate Academic Discipline Administrator shall collectively determine the methods for evaluating the academic progress of their students, and each Faculty member shall assign grades to his students based upon said method provided such grades shall be within the letter grading system adopted by the Board.
- M. The Faculty members who have been certified to teach a particular course and their appropriate Academic Discipline Administrator, shall collectively determine course content, course goals course syllabi, course textbooks subject to budgetary limitations, prerequisite skill levels for sequential courses.
- N. The Faculty members certified to teach a course and their academic discipline administrator shall collectively determine the requisite credentials and course work necessary to be certified to teach that course. The Vice Chancellor Instructional Accountability or successor title, or his/her designee, shall use this criteria to certify Faculty to teach that course.
- O. When a new course is developed, the Faculty representing the discipline and their Academic Discipline Administrator shall collectively determine a sub-committee of appropriate Faculty who shall collectively determine the requisite credentials and course work necessary to teach that course. The Vice Chancellor Instructional Accountability or successor title, or his/her designee, shall use this criteria to certify Faculty to teach that course.
- P. Faculty members may voluntarily participate in College social, cultural, and professional activities.
- Q. PATENT and COPYRIGHT POLICY
 - 1. If College resources, materials, and facilities are not used in the development of any product for the purpose of personal profit or gain, the product shall become the sole property of the individual together with all attendant benefits.

2. The use of College resources, materials, and facilities for the development of any product for the purpose of personal gain may be undertaken only after agreement between the individual and the Board of Trustees.
- R. Involvement of any Faculty member in an instruction system, experiment, or other related approaches for improving the quality of the learning environment shall be voluntarily assumed except in cases where a majority of the Faculty members in a particular discipline decide otherwise.

ARTICLE XIV

GRADING

- A. The issuance of a grade or mark for a student in a course is the prerogative and the responsibility of the instructor who teaches the course. Grades or marks shall be conveyed to the administration of the College on official administration forms by the instructor within the time limit set by the Academic Calendar.
- B. Only the instructor who is assigned to a course has the authority to give a grade or mark for a student in that course except in those situations defined below. Once an instructor files a final grade or mark for a student, no one has the authority to change it except in those situations defined below.
- C. The appropriate Academic Administrator shall act to assign, record, change, or complete all necessary grade forms and other materials in the event of the absence, death, or incapacitation of the instructor, or the refusal of the instructor to perform this responsibility, or similar emergency situations.
- D. The following procedure shall be followed in the case of a grade or mark contested by a student:

The appeal by a student for a change of grade or mark shall first go to the instructor who issued it. Such an appeal must be filed by the student within twelve (12) months after receipt of the grade. If the grade or mark is sustained by the instructor, the student may appeal to the instructor's appropriate Academic Administrator. The appropriate Academic Administrator shall solicit written statements from both the instructor and the student supporting their respective positions. The appropriate Academic Administrator shall either sustain the grade or mark or shall recommend a change to be carried out by the instructor. The decision of the appropriate Academic Administrator shall be subject to an appeal by the student or the instructor within ten (10) working days of the decision. Such an appeal shall be heard by a selected departmental Faculty committee comprised of two (2) Faculty members within the appropriate discipline, one Faculty member appointed by the appropriate Academic Administrator and one Faculty member appointed by the Federation. The appropriate Student Services Administrator shall appoint a member of his Faculty to this committee and the committee shall be chaired by the Vice Chancellor Instructional Accountability or successor title or her/his designee. In the event a designee is named, the Union shall be notified of such designee in writing. The President of the Students Government or designee shall also serve as a voting member of this committee. The instructor whose grade is in dispute shall not be eligible for appointment to this committee. The decision of this committee shall be final.

ARTICLE XV

ASSIGNMENTS

STATEMENT OF MUTUAL GOALS

It is hereby agreed and promised that the Board and Federation are irrevocably and mutually committed to delivering a quality education to the people of the College's service district and by methods best suited to the fulfillment of those needs.

GENERAL PRINCIPLES

1. Regions and Regional Campuses serving the Regions are defined as follows:

Region	Regional Campus
Downriver	Downriver
Downtown	Downtown
Eastern	Eastern
Northwest	Northwest
Western	Western

The Employer reserves the right to designate alternate regional campuses.

2. All but two (2) of the class selection assignments by full-time Faculty members in the Fall or Spring Semesters to fulfill their regular contractual obligation must be from among offerings on the campus to which they are assigned.
3. One (1) class selection assignment each semester by full-time Faculty members to fulfill their regular contractual obligation may be from the offerings outside the region to which they are assigned.
4. If any full-time Faculty member selects four (4) overload assignments for the Summer Semester, at least one (1) class selection assignment shall be from among the offerings outside the region to which the Faculty member is assigned.
5. The College shall assign each full-time Faculty member to a Regional Campus (also known as Home Base Campus) consistent with the criteria listed below. In the event of any conflict among the criteria listed below, priority shall be given to the various criteria in the order in which listed as follows:
 - a. Discipline taught by full-time instructor.
 - b. College seniority.
 - c. Race makeup at the regional center.

d. Preference of newly hired Faculty member.

6. Sex and Race Balances

- a. Full-time Faculty within any region within the College shall be comprised of no less than thirty (30%) percent nor more than seventy (70%) percent of any one (1) race or sex.
- b. The Federation and the Employer agree to work toward a race and sex balance among full-time Faculty of no less than forty (40%) percent nor more than sixty (60%) percent of any one (1) race or sex, and among part-time Faculty of no less than forty (40%) percent nor more than sixty (60%) percent of any one (1) race or sex by the expiration of this Agreement.

A. ASSIGNMENTS FOR FULL-TIME FACULTY MEMBERS

1. Administrative Assignments

- a. An Administrative Assignment shall mean the regional campus to which a full-time Faculty member is regularly assigned for purposes of maintaining office hours, receiving mail, reporting his absences, and other administrative functions.
- b. All Administrative Assignments shall be made consistent with the General Principles enumerated in this Article.
- c. Administrative Assignment Transfers shall be granted when the full-time Faculty member requests the transfer in writing to the appropriate Academic Administrator. Such requests shall be made no later than the end of the class selection assignment period for the subsequent academic year provided the staffing requirements of the College will allow such a transfer, and such transfer would not result in a conflict with any of the General Principles contained in this Article.

2. Class Selection Assignments

a. Seniority List

- 1. At least fifteen (15) days prior to the first day of class(es) the College shall publish a department/discipline seniority list. The Federation shall receive a copy of this list as soon as it is published. This list shall rank the full-time Faculty members of this discipline according to the number of years of discipline grouping seniority.

The published list shall be in chronological order with the names of full-time Faculty members and the number of years of department/discipline service, beginning with the Faculty member with the longest tenure and ending with the full-time Faculty member with the least tenure. Should the problem arise that more than one (1) Faculty member has the same number of years seniority, this problem shall be resolved by listing full-time Faculty members in question alphabetically, according to the surname listed as of the date of the most recent hire. Each semester, this alphabetical arrangement shall rotate so that each Faculty member first shall eventually have his name appear first on the list among those with equal seniority. The following semester the Faculty member whose name appeared first shall be placed last among those with equal seniority.

2. Notwithstanding the provisions of this Article, any layoffs shall be implemented according to Article XXVI, Reduction of Staff, on a College-wide basis.
- b. At a discipline grouping meeting held within twenty one (21) days of the first rough draft of the schedule of classes, the appropriate Academic Administrator and her/his full-time Faculty shall jointly develop full-time Faculty assignments. These assignments shall be based on scheduling information as submitted by the appropriate Academic Administrator. Wherever possible, this information shall include all operative centers in the region, the anticipated number of sections to be offered and the proportion of classes to be offered in the morning, afternoon, and evening. This information will be available no later than May 1st of each academic year. The procedure listed below shall be followed in order to accomplish the above. All classes canceled and subsequently re-added or all new classes added shall be offered to Faculty for selection.
 - c. The full-time Faculty member whose name appears at the top of the discipline grouping full-time seniority list shall select two (2) classes from the listed schedule of classes he wishes to teach.
 - d. The criteria for inter-departmental/area teaching assignments, to complete a Faculty member's regular contractual obligation and overload, shall be those stated in Article XXIII(I)(A) and (B) of this contract. However, for those Faculty members certified to teach in a particular department/area prior to July 25, 1994, the criteria shall be a minimum of twenty (20) semester hours, at least nine (9) of which shall be graduate credits in the discipline to be taught or equivalent experience in occupational areas subject to the final approval of the Vice Chancellor Instructional

Accountability or successor title, or her/his designee. In order for a Faculty member to qualify under this provision, her/his certification prior to July 25, 1994 must be documented in a Faculty member's personnel file or be evidenced by an authenticated document issued by the Employer prior to December 31, 1994. The following requirements apply to categories of Faculty included in this provision:

- (1) Instructors who have not been certified cannot teach until they acquire credentials in the subject discipline.
- (2) Each Faculty member shall comply with the requirements of Article XXIII by the end of this contract.

e. Overload:

1. Each full-time Faculty member shall follow the procedure in A(2)c above in selecting overload assignments except overload classes shall be selected one (1) class at a time instead of two (2) classes at a time.
2. An overload assignment may be selected for any semester at the regularly scheduled class selection meeting.
3. Any assignment or portion of an assignment selected by full-time Faculty in excess of their regular contractual obligation shall be deemed an overload assignment. Failure of any Faculty member to designate properly such assignments at the class selection meetings shall result in overload assignments being designated by the appropriate Academic Administrator.

f. A full-time Faculty member shall not be allowed to include, for assignment purposes stated above, more than two (2) night assignments as part of a regular contractual obligation. Notwithstanding the above, each full-time Faculty member must schedule his workload to be at an instructional center a minimum of three (3) days per week excluding Saturdays. Full-time distance learning faculty who select three (3) distance learning courses must select a minimum of two (2) day-time non-distance learning classes at her/his assigned home-base campus.

3. Conflicts arising between Faculty members and/or between Faculty members and the appropriate Academic Administrator shall be resolved by a written procedure established jointly by the appropriate Academic Administrator and the full-time Faculty members of the discipline grouping. In those situations where mutually satisfactory decisions cannot be made by the appropriate Academic Administrator and his full-time Faculty members, the Vice Chancellor Instructional Accountability or successor title or designated by the President or the Board of Trustees shall have final authority to make the decision. In such situations, the

appropriate Academic Administrator and the Faculty members shall submit their respective reasons for disagreement.

4. Formal Grievances arising from this provision shall be initiated as soon as possible, but no later than ten (10) working days after the first day of regularly scheduled assignments.

B. ASSIGNMENTS FOR PART-TIME INSTRUCTORS

1. Class Selection Assignments

- a. Names of all part-time Faculty and administrators who teach shall be listed by the groupings of disciplines as defined in Appendix H. Fifteen (15) days prior to part-time class selection, the College shall publish a seniority list for each discipline of the College. The Federation shall receive a copy of this list as soon as it is published. The list shall rank part-time Faculty members and administrators who teach in that discipline grouping according to the number of contact hours taught within the discipline grouping. The published list shall name the Faculty members and the number of contact hours of discipline grouping.
- b. Class selection notification shall be determined in the following manner:
 1. All part-time instructors with one hundred (100) or more contact hours of seniority in a discipline grouping shall be invited to the class selection meeting held within twenty one (21) days of full-time selection for that discipline grouping subject to B(1)b(2), for the purpose of selecting classes under Section F(6)(7) and (8) below.
 2. Within twenty one (21) days of part-time selection by instructors with one hundred (100) or more contact hours of seniority a second part-time selection will be held for the purpose of class selection by part-time instructors with fewer than one hundred (100) contact hours, consistent with the provisions of sub-article F(10) and (11).
 3. The appropriate Academic Administrator shall make reasonable attempts to offer remaining or subsequently available class assignments to qualified part-time Faculty members, on a seniority basis, who did not acquire a teaching assignment before making an assignment to other qualified persons.
- c. In all cases of equal seniority, order of priority shall be determined by alphabetical order.
- d. Should a part-time instructor fail to appear for class selection for two (2) consecutive terms to which he was invited, the Employer may remove said instructor's name from the seniority list for class assignments.

- e. Formal grievances arising from the above provisions in this section shall be initiated as soon as possible but no later than ten (10) working days after the first day of regularly scheduled classes. The only relief that shall be required of the Employer in any resolution of these grievances shall be the placement of the Faculty member in an assignment for the next regular semester.
- f. A regular part-time instructor may be removed from the seniority list under the following provisions:
 - 1. A regular part-time instructor who has taught up to twenty (20) hours for the Employer and who is removed from the seniority list shall be provided with a reason in writing for such removal. He shall be allowed an opportunity to discuss the reasons with the appropriate Department Head; he may appeal the action of the Department Head to the appropriate Dean and may appeal the decision of the Dean to the Vice Chancellor Instructional Accountability or successor title. The appropriate Dean shall inform the Federation of the removal. A regular part-time instructor who is removed from the seniority list under this provision shall not have recourse to the grievance procedure because of that removal.
 - 2. A regular part-time instructor who has taught more than twenty (20) hours but less than seventy five (75) hours for the Employer and who is removed from the seniority list, shall be provided with a reason in writing for such removal. He shall be allowed an opportunity to discuss the reason with his appropriate Academic Administrator; he may appeal the action of the appropriate Academic Administrator to the appropriate Dean, and may appeal the decision of the appropriate Campus Dean to the Vice Chancellor Instructional Accountability or successor title. The appropriate Academic Administrator shall inform the Federation of the removal. A regular part-time instructor who is removed from the seniority list under this provision shall have recourse only to the first step of the grievance procedure because of that removal.
 - 3. A regular part-time instructor who has taught seventy five (75) hours or more for the Employer shall be removed from the seniority list as provided for by Article VII, Federation Security; Article XXVI, Reduction of Staff; and Article XXVII, Termination.

C. ASSIGNMENT AFTER CANCELLATION AND LIMITED BUMPING

- 1. If a full-time Faculty member loses a class (base load or overload) through cancellation, then he/she may either bump any part-time Faculty member who is

assigned to a class which the full-time member is qualified to teach, or, at her/his option, replace the class lost through cancellation with a class from the unselected classes.

2. If a part-time Faculty member who has taught more than one hundred (100) hours loses a class through cancellation or as a result of being bumped by a full-time Faculty member, he/she may do one of the following:
 - a. bump any part-time Faculty member who has taught fewer than one hundred (100) hours and is assigned to a class, which the bumping Faculty member is qualified to teach;
 - or
 - b. at her/his option, replace the lost class from the unselected classes.

Both part-time and full-time Faculty replacing cancelled classes may select any unselected classes for which they are qualified and which do not conflict with their College teaching schedule. Full-time Faculty members shall have the first option to select from the unselected classes to replace classes lost through cancellation. Part-time Faculty members who have taught more than one hundred (100) hours shall then have the option to select from the remainder of these classes to replace classes lost through cancellation. Part-time Faculty members who have taught fewer than one hundred (100) hours shall then be entitled to select from the remainder of unselected classes to replace those lost through cancellation.

D. ASSIGNMENTS FOR PART-TIME FACULTY MEMBERS OTHER THAN INSTRUCTORS

The appropriate Academic Administrator, with the approval of the Vice Chancellor Instructional Accountability or successor title or his designee, shall have the final authority to develop assignments for regular part-time Faculty members other than instructors.

1. The preferences of these Faculty members shall be considered whenever possible; however, no regular part-time Faculty member shall have any priority to an assignment at a specific day or time within his designated region.
2. Regular part-time Faculty members other than instructors shall have their contract renewed at the option of the Vice Chancellor Instructional Accountability or successor title, who shall make this decision primarily on the basis of departmental needs. A regular part-time Faculty member other than an instructor who does not have his contract renewed shall not have recourse to the grievance procedure because of that failure.

E. For the purpose of class selection assignments, for part-time Faculty and administrators who teach, seniority hours shall be accumulated in accordance with the provisions of Appendix G, Discipline Seniority Chart.

F. ASSIGNMENT PRIORITIES

The following order of preferences shall be followed for determining who shall receive a particular instructional assignment provided that all selections are made in conformity with the provisions of this Article including but not limited to Section B(1)d. Class selection for all part-time instructors shall proceed in descending seniority order. Each instructor shall select his/her assignment in round-robin fashion, selecting two (2) classes each time until an instructor's maximum load is reached. Seniority order shall be followed within each of the below listed priorities:

1. Qualified full-time Faculty within their discipline who are selecting their regular contractual obligations.
2. Qualified full-time Faculty from other disciplines who are selecting their regular contractual obligation, provided they have exhausted course offerings in their own discipline.
3. Qualified full-time Faculty within their discipline who are selecting overload assignments.
4. Qualified full-time Faculty members from other disciplines who are selecting overload assignments.
5. Qualified full-time Faculty members of Wayne County Community College District retired under the Michigan Public School Employees Retirement System who is selecting class assignments. Seniority is determined by the number of years of teaching at the College. These individuals shall be limited to two (2) classes each.
6. Qualified part-time instructors with one hundred (100) or more contact hours whose entire assignment was bumped or canceled the previous semester selecting one (1) replacement class. This priority may be exercised only for the semester following the semester in which an entire assignment was bumped or canceled and only in one discipline grouping. Only instructors whose names appear on the list published by the College may exercise this priority.
7. Qualified part-time instructors with one hundred (100) or more contact hours of seniority shall be eligible to select concurrently up to four (4) assignments subject to contact hour limitations for part-time Faculty, within their discipline grouping.
8. Qualified part-time instructors with one hundred (100) or more hours of seniority within the discipline grouping who select fewer than four (4) classes at a discipline grouping class selection assignment meeting during their first round may select the balance of their classes (up to four (4)), subject to contact hour

limits for part-time Faculty, during the first round of class selection meetings in another discipline grouping for which they are certified at a subsequent meeting.

9. Qualified part-time Faculty retired under the Michigan Public School Employees Retirement System who are selecting class assignments. Seniority is determined by the number of equivalent years of teaching at the College. These individuals will be allowed to select two (2) classes with a maximum of six (6) contact hours. Part-time retirees with two hundred (200) or more credit hours of teaching at the College will be allowed to select up to three (3) classes with a maximum of twelve (12) contact hours during any semester.
10. Qualified part-time instructors with fewer than one hundred (100) contact hours of seniority shall select up to four (4) class assignments within their discipline grouping.
11. Qualified part-time instructors with fewer than one hundred (100) contact hours of seniority who select fewer than four (4) class assignments within their discipline will select the balance of their classes (up to four (4)) for any semester in other discipline groupings for which they are certified.
12. Qualified full-time Faculty members of Wayne County Community College District who have elected to retire pursuant to an early retirement program dated April, 1996.
13. The appropriate Academic Administrator shall make reasonable attempts to offer remaining or subsequently available class assignments to qualified part-time Faculty members and administrators who teach who did not acquire a teaching assignment before making an assignment to other qualified persons.
14. Qualified Administrators who teach without pay as part of their contractual obligation.
15. After all of the classes have been assigned to full and part-time members, the residual classes may be assigned to employees such as qualified administrators who teach for remuneration.

G. QUALIFICATIONS FOR ASSIGNMENTS

1. A Faculty member shall only select a course that he is qualified to teach. The appropriate Academic Administrator and the Faculty member of said discipline grouping may submit an advisory opinion to the Vice Chancellor Instructional Accountability or successor title concerning the qualifications of any full or part-time instructor to teach a course within the discipline grouping.
2. Overload assignments may be disallowed only on the basis that the Faculty member is not qualified or on the basis of objective evidence that the Faculty member selecting the overload assignment cannot fulfill the responsibilities of the overload assignment.

3. Formal grievances arising from this provision shall be initiated as soon as possible, but not later than ten (10) working days after the first day of classes for the semester.
4. The appropriate Academic Administrator may disallow any class selection assignment not made in conformity with the provisions of this Agreement.
5. The following class selection assignments shall automatically be disallowed:
 - a. Selection of any class assignments by an instructor which has not been previously taught by that instructor at Wayne County Community College District unless that instructor has been certified in writing as qualified to teach that course by the Vice Chancellor Instructional Accountability or successor title, or his designee.
 - b. The second (2nd) of any class assignments which are scheduled back to back at different instructional centers.
6. Only persons certified in writing by the Vice Chancellor Instructional Accountability or successor title, or his designee, to teach courses not previously taught at Wayne County Community College District may be assigned to teach a course offering not selected at the class selection meeting.

H. ASSIGNMENTS IN LIEU OF OR IN ADDITION TO TEACHING

Faculty members, at the discretion of the Vice Chancellor Instructional Accountability or successor title, may be assigned specific academic program-related duties as the need arises in lieu of, or in addition to teaching. Examples of such duties could include student recruitment, curriculum development, program implementation or similar duties. Compensation for these duties will be based upon the part-time hourly salary scale for part-time AFT members, and overload rates for full-time AFT members, each hour worked being equivalent to one half (1/2) of one (1) instructional contact hour.

I. CLASSES NOT AVAILABLE AT THE TIME OF SELECTION

Full-time or part-time Faculty members with more than one hundred (100) hours shall be entitled on a seniority basis to select any classes which do not appear on the schedule at the time of selection and may bump from such courses any part-time Faculty members with fewer than one hundred (100) hours who have selected such classes.

ARTICLE XVI

WORKING CONDITIONS

A. FACILITIES

1. The Employer shall provide each full-time Faculty member with the following equipment, provided the Faculty member makes a formal written request of the appropriate Academic Administrator: a desk, chair, lockable file space, wastebasket, bookshelf space, and necessary office supplies. Whenever possible such equipment shall be provided at the campus to which the Faculty member is assigned.
2. The Employer shall provide a suitable lounge area for the use of College staff members at each full-time learning facility.
3. Within budgetary limitations, Faculty members shall have access to resources available such as typewriters, calculators, computers, video tape equipment, data processing equipment, copying and duplicating machines provided such use is directly relevant to the performance of their Faculty assignments.
4. The Employer shall provide adequate office facilities for conferences between students and Faculty members at all day/evening learning facilities. Every effort shall be made to insure the highest degree of privacy possible. All such accommodations shall be subject to budgetary limitations.

B. CLERICAL ASSISTANCE

The Employer shall provide adequate clerical assistance to Faculty members. Any work submitted by a Faculty member shall be completed satisfactorily within five (5) working days.

C. AUDIO-VISUAL MATERIAL

The Employer shall strive to provide adequate audio-visual material to all Faculty members. The maximum time necessary to request all equipment shall be five (5) working days written notice. The Employer shall be responsible for obtaining and locating all audio-visual equipment. A minimum of one (1) room at each full-time day/night instructional center shall be equipped with a permanent screen and darkening shades.

D. CLOSED CAMPUS

The Employer shall provide public information concerning campuses that are closed in emergency situations. When conditions warrant, administrative personnel shall notify all affected Faculty members by telephone.

E. MAIL FACILITIES

Mailboxes shall be provided at all day/evening facilities for all assigned Faculty. Faculty members shall have the right to use the school mailing facilities for intra-campus and outside mailing purposes. Postal charges borne by the Employer are limited to non-personal mail. Faculty mail shall not be disturbed under any circumstances by unauthorized persons. The use of Employer mailing facilities shall be for College-related business only.

F. FACULTY IDENTIFICATION

All Faculty members shall display in a conspicuous manner a photo identification card on all College facilities. Expense of the photo identification card shall be borne by the Employer. This provision shall become effective at such time that all other full-time College employees are required to display photo identification cards.

G. RESERVED PARKING

The Employer shall provide forty (40) reserved parking spaces for Faculty at or adjacent to the following campuses: Downriver, Downtown, Eastern, Northwest, and Western.

H. PARKING FEES

The Employer shall reimburse Faculty members for parking fees paid by them while on regularly scheduled assignments for the Employer provided receipts for said fees do not exceed one dollar and fifty cents (\$1.50) per occurrence and receipts are submitted for same to the appropriate administrator.

ARTICLE XVII

CLASS SIZE

- A. During the academic year the regular obligation headcount maximum shall be thirty six (36) students except that in English composition, and in Speech classes the regular obligation headcount maximum shall be twenty five (25) students, and further provided in laboratory and shop classes the regular obligation headcount maximum shall be the smaller of the following: the number of stations available for students to work at or thirty six (36) students.
- B. The Employer shall give special consideration to the problems pertaining to the introduction of new courses, to the sustaining of advanced courses essential to the integrity of particular programs and/or departments, to commitments made to students enrolled in sequential programs, to changes in physical facilities of the College, and to experimental teaching methods, as these problems pertain to class size. In order to solve some of these problems, the regular obligation headcount maximum may have to be increased in particular situations. However, the regular obligation headcount maximum as stated above shall be increased only after prior consultation with the Federation and after prior written approval of the Federation.
- C. There shall be no additional payment for students in excess of the regular obligation headcount maximum per class unless students are placed without the instructor's permission. The instructor shall confirm the admission of additional student(s) in writing. In the event students are placed without the instructor's permission, the Faculty member shall be paid at a rate of thirty (\$30.00) dollars per student for each student in excess of the total regular obligation headcount maximum per class, provided class size shall be computed on the basis of students officially listed on the computer produced final grade roster and for whom the instructor records a letter grade or an incomplete.
- The Faculty member shall complete the request for compensation, on forms provided by the Employer, at the time of submission of final grades and shall receive compensation within twenty (20) days.
- D. In the event that the student headcount is greater than or equal to fifty (50) as of the close of late registration for any semester, the class, unless it is a telecourse, shall be divided into two approximately equal sections. Telecourses and interactive video courses will be divided when the headcount in the course is greater than or equal to sixty (60) as of the close of the second (2nd) week of class.
- E. In those instances where the Department Head combines sections of classes into one consolidated class, an instructor shall be informed of the combination at the time of assignment and may request another class. If the Department Head cannot comply with the request, any resulting conflict shall be resolved by the instructor, the Department Head, and the Dean.

ARTICLE XVIII

FACULTY LOAD

A. FACULTY LOAD

1. The workload for full-time counselors currently employed shall be forty (40) non-consecutive weeks at thirty (30) hours per week. Persons who become full-time counselors after December 31, 1995 shall have a workload of thirty (30) weeks at thirty five hours (35) per week and shall not receive compensation beyond annual base salary for working such load. At the request of the College, counselors by seniority on a rotating basis may have the option of working additional weeks at overload rates. Librarians shall work forty four (44) weeks at thirty (30) hours per week. Hours worked by counselors and librarians shall be exclusive of any time taken for lunch or dinner.
2. The work load for full-time instructors shall be thirty (30) credit hours for each academic year.
3. The work load for full-time instructors in English Composition shall be twenty seven (27) credit hours provided a minimum of eighteen (18) hours of English Composition is taught during the academic year.

B. CONFERENCE HOURS

All full-time instructors shall maintain at least five (5) scheduled student conference hours per week, and twenty (20) minutes of scheduled student conference time per credit hour of overload per week during which students will be provided academic assistance. A copy of the schedule of office hours shall be submitted to the campus Academic Administrator at the campus to which the Faculty member is administratively assigned no later than the end of the first full week of classes for each semester and posted at that campus. Each full-time faculty who selects more than three (3) distance learning courses during any semester can satisfy the conference hour requirement by spending any combination of at least four (4) hours per week at either the District's Distance Learning Support Center ("DLSC") or at her/his respective home base campus.

C. FACULTY MEETINGS

All full-time Faculty members shall attend scheduled and announced department and College Faculty meetings. Attendance by Faculty members shall not be compulsory for meetings scheduled for hours other than those as herein defined as the inclusive work week. Whenever possible, a department or College Faculty meeting shall be announced at least five (5) working days before the date of the meeting.

D. ACADEMIC YEAR

1. Effective Fall Semester 1992, the workload for each full-time counselor shall be forty (40) non-consecutive weeks during the calendar year. The schedule for each counselor shall be adjusted to the calendar according to the needs of the Employer. Counselors working a forty (40) week schedule shall be paid at 1.175 times the annual base salary.
2. The academic year for counselors shall begin on the first working day prior to the first day of Fall registration, but no earlier than August 11th of any contract year.
3. Each full-time librarian shall work thirty eight (38) weeks within the ten (10) month academic year. These thirty eight (38) weeks shall be adjusted to the calendar according to the needs of the Employer.
4. Each full-time instructor shall work a fifteen (15) week Fall and a fifteen (15) week Spring semester.

E. WORK WEEK

The inclusive work week shall be Monday through Thursday, 8:00 a.m. to 10:00 p.m., and Friday 8:00 a.m. to 4:00 p.m. Work during all other hours shall be assigned only with the prior written approval of the full-time Faculty member involved.

F. INSTRUCTIONAL HOURS

An instructional hour shall be defined as fifty five (55) minute classroom session.

G. DAY/NIGHT DEFINITION

For all contract purposes Day shall be defined as 7:00 a.m. through 6:00 p.m., and Night shall be defined as after 6:00 p.m. until 7:00 a.m.

H. OVERLOAD

1. A Faculty member may be considered for extra contractual assignments within the limits of availability provided assignments for same are consistent with the provisions of Article XV entitled Assignments. A Faculty member may teach no more than eight (8) overload classes per annum. The total contact hours of the eight (8) overload classes shall not exceed thirty two (32) contact hours per annum. Furthermore, no more than four (4) classes of overload may be taught in total for the Fall and Spring Semester combined, with no more than four (4) classes taught in the Summer Semester. Each full-time Faculty member must schedule his work load to be at an instructional center a minimum of three (3) days during the Summer Semester provided said instructor is teaching twelve (12) or more contact hours per week.

Course offerings that are three (3) contact hour or less shall be counted as one half (½) of a class. Overloads in excess of the maximum shall be allowed only with the prior written approval of the Vice Chancellor Instructional Accountability or successor title. Approval to any Faculty member shall in no way set a precedent for other requests.

2. A full-time Faculty member shall teach no fewer than fifteen (15) and no more than twenty two (22) contact hours for the Fall and/or Spring.

Overloads in excess of the maximum shall be allowed only with the written approval of the Vice Chancellor Instructional Accountability or successor title. Approval to any Faculty member shall in no way set a precedent for other requests.

I. COUNSELORS SCHEDULES

1. The College may require a counselor to submit a work schedule each year. That schedule will include a list of the weeks the counselor will be present for work. The College will measure a counselor's work year in weeks and not days. A counselor fulfills his or her contractual obligation by presenting a work schedule containing forty (40) non-consecutive weeks. This schedule may include weeks in which the College is not open all five (5) business days. However a counselor may not select a week when the College is closed all five (5) business days. A counselor's workweek is Monday through Friday.
2. The College may review the counselor's schedule to insure that it meets reasonable management requirements. This may include requiring a counselor to deselect a workweek and select another. Schedules that do not provide coverage during times critical to student service needs may be returned to the counselor to be rewritten.
3. Each counselor will submit his or her schedule at such time and in such form, as the College shall reasonably require.

ARTICLE XIX

RELEASE TIME

- A. A Faculty member's regular Faculty load may be reduced by as many classes as are necessary to allow the Faculty member to perform adequately a departmental or College function that might include but is not restricted to the following programs or projects: program development or coordination, student activities of an academic nature. Purely clerical tasks shall be excluded from this provision. No Faculty member may be granted release time unless written approval is granted by the College.
- B. The Academic Administrator and his full-time Faculty members jointly shall determine the amount of release time that is necessary, and the distribution of this time among the Faculty members of the department as prescribed below:
1. In determining his recommendations for release time, the Academic Administrator and the Faculty members shall consider the following items:
 - a. Identification of the problem.
 - b. Organized plan to approach solution.
 - c. Significance and degree of innovation involved in solution.
 2. The subsequent decisions of the Faculty members and the Academic Administrator shall be forwarded to the appropriate College Administrator.
 3. Once the request for release time has been approved by the Dean, the recommendation will be subject to the approval of the Academic Vice Chancellor and shall be implemented only after his final approval.
- C. The formula for release time shall be as follows:
1. Each hour of classroom release time shall be equal to two (2) hours of instructional/program coordination.
 2. Each full-time class reduction shall release the full-time Faculty member from one (1) hour of student conference time.

ARTICLE XX

EVALUATION OF FACULTY

A. STUDENT EVALUATION OF FACULTY

1. Students shall be given an opportunity to evaluate Faculty members each semester. The results of these evaluations shall be made available to the Faculty members on whom the results are obtained prior to the beginning of the next scheduled semester after the completion of the semester in which they are administered.
2. The tabulated results of such evaluations shall be placed in the Faculty member's personnel file, and the provisions of this Agreement covering personnel files shall obtain.
3. These evaluations are for diagnostic and improvement purposes and may be used by the Faculty member and the Campus Academic Administrator or director to increase the Faculty member's effectiveness. If the Campus Academic Administrator believes that serious problems are evidenced by these evaluations, he shall schedule a conference with the Faculty member in order to discuss the results of the student evaluations and to make recommendations for improvement.
4. The student evaluation criteria used shall be developed by a committee consisting of the Academic Vice Chancellor, the Campus Academic Administrator(s) or Director of Human Resources, and two Faculty members designated by the Federation.

B. ADMINISTRATIVE EVALUATION OF FACULTY MEMBERS

1. Faculty Members Under Probationary Status
 - a. All Campus Academic Administrator(s) and/or Director of Human Resources shall evaluate their full-time Faculty members. Each first year probationary full-time Faculty member shall be evaluated by the Campus Academic Administrator or Director of Human Resources concerning the Faculty member's general professional conduct and work at least once on or before December 15th during the Fall semester and at least once on or before March 15th during the Spring semester. Each second (2nd) year probationary Faculty member shall be evaluated by the Campus Academic Administrator or Director of Human Resources concerning the Faculty member's general professional conduct and work at least once on or before December 15th during the Fall semester.
 - b. For instructional Faculty members such general evaluations shall include at least one evaluation of a classroom and/or laboratory visit. The evaluative visit shall be conducted by the appropriate Campus Academic Administrator or Director of Human Resources or his designee, provided

the designee, by his academic training and/or job experience shall be able to judge competence in the subject area that is to be evaluated.

(1) All instructors shall be notified at least one (1) week in advance of the date of an evaluate visit. The evaluator shall arrive at the beginning of the class period and shall be advised of the class objective by the instructor. The evaluator shall remain in the classroom and/or laboratory at least one (1) academic hour. The evaluator shall not disrupt the classroom and/or laboratory activity in any way and may only participate in such activities at the invitation of the instructor.

(2) A conference shall be scheduled between the evaluator and the instructor in order to discuss the evaluative visit, the conference to take place outside a scheduled class period. If the evaluator is someone other than the Campus Academic Administrator or Director of Human Resources, an additional conference between the Campus Academic Administrator or Director of Human Resources may be scheduled by either party.

c. A committee consisting of the Vice Chancellor Instructional Accountability or successor title, Associate Vice Chancellor for Transfer Programs, Associate Vice Chancellor for Career Programs, two Chief Academic Officers (CAO), and three Faculty members with the AFT bargaining unit shall determine the criteria for these evaluations. All AFT members are to be elected by the full membership of the bargaining unit.

d. The completed evaluations shall be placed in the Faculty member's personnel file and the provisions of this Agreement shall obtain.

2. Faculty Members Under Continuing Contract Status

Each Faculty member under continuing contract status shall be evaluated by the Campus Academic Administrator or director concerning the Faculty member's general professional conduct and work at least once each contract year. Such evaluations may include an evaluative visit, in the case of instructional Faculty members, at the discretion of the Campus Academic Administrator or director. In the event that there is such a visit, the procedures defined above concerning evaluative visits shall obtain.

ARTICLE XXI

ABSENCES AND SUBSTITUTES

- A. An absence shall mean the failure of a Faculty member to meet his scheduled assignments.
- B. A Faculty member shall report any absence promptly and directly to the office of the appropriate Academic Administrator or director and to the office of the facility administrator at the facility where he teaches or provides services. Except in cases of emergency this report shall be made before the occurrence of the absence.
- C. A full-time Faculty member shall be charged a half (1/2) day's absence if he fails to meet one half (1/2) or less of his scheduled assignments for the day. He shall be charged a full day's absence if the absence exceeds one half (1/2) of his scheduled assignments for the day.
- D. All Faculty members shall be responsible for signing in and out on attendance forms provided for that purpose by the Employer and available in the office of each facility administrator. All Faculty members shall report to the central office of the facility for messages.
- E. The appropriate Academic Administrator shall be responsible for providing a qualified substitute for any Faculty member who is absent, provided the Faculty member gives the appropriate Academic Administrator adequate notice of his absence. The appropriate Academic Administrator shall give priority to part-time bargaining unit members when securing a qualified substitute for an absent Faculty member.
- F. The appropriate Academic Administrator or director shall be responsible for maintaining a substitute availability list and for distributing the list to all Faculty members in his department or area. Substitutes shall be taken from this list. The appropriate Academic Administrator shall appoint substitutes in the case of extended absences of a Faculty member.
- G. All substitutes shall report to the Faculty administrator who shall verify the substitution and shall initiate the procedure for compensation on forms provided by the Employer.
- H. Part-time Faculty members or full-time Faculty members working in an overload capacity who are absent shall have their part-time or overload compensation reduced by an amount equal to the total hours absent times their part-time or overload rates. However, a full-time Faculty member shall be allowed to use up to five (5) days of his credited sick leave for his own illness, accident, or hospitalization, as defined in Article XXX, Leaves, during the Faculty member's employment in an overload capacity during the Summer Semester. The Faculty member shall not be allowed to use sick leave days for personal business leave during this period.

- I. Any full-time instructor who substitutes during any Fall or Spring Semester for less than eight (8) weeks for any given assignment shall not have such time charged against the instructor's maximum overload hours during the academic year.

ARTICLE XXII

FACULTY PARTICIPATION

The Employer shall involve the Faculty in the development of policies having a direct relationship to their interests or professional mission as outlined in the following sections:

A. PARTICIPATION IN COLLEGE STANDING COMMITTEES

1. There shall be appropriate Faculty representation on all College standing committees whose activities are related directly to the interests or professional mission of the Faculty. Faculty representatives serving on standing committees shall be elected at large by the Faculty in elections conducted by the Federation. Any Faculty member may place his name in nomination following Federation procedure for this process.
2. If the Employer does not accept the recommendation of a standing committee, it shall forward the reasons for such action in writing to the chairperson of the committee involved. In any opinion rendered by a standing committee, provision shall be made for minority opinion. The President of the Federation may request an opinion of a standing committee by submitting such a request in writing to the chairperson of the committee.
3. Each standing committee shall have access to all non-confidential materials which are pertinent to its deliberations.
4. Each standing committee may use consultants as their need is determined, provided the use of consultants shall not obligate the committee or Employer financially beyond the amount budget by the Employer for such expenses.
5. Each standing committee shall be provided with adequate secretarial help and shall be provided with centrally located files for committee correspondence and records.
6. Faculty will be paid a maximum of four (4) hours per month at their respective overload rate for service on the Curriculum Committee, based on actual attendance.
7. Faculty will be paid a maximum of four (4) hours per month at their respective overload rate for service on the Assessment Committee, based on actual attendance.

B. PARTICIPATION IN DISCIPLINE GROUPING ACTIVITIES

1. The appropriate Academic Administrator or director shall determine the professional qualifications for membership in the discipline grouping or area; the staffing and scheduling needs; the discipline grouping or area budgets; the courses and programs to be offered; and the syllabi, textbooks, and other material used in the course and program.
2. Part-time Faculty members may participate in these activities, and the degree of their participation shall be determined jointly by the appropriate Academic Administrator or director and his full-time Faculty members.
3. In those situations where mutually satisfactory decisions cannot be made by the appropriate Academic Administrator or director and his full-time Faculty members, the appropriate Academic Administrator or director shall have final authority to make the decisions, subject to the approval of the appropriate Academic Administrator. In such situation the Campus Academic Administrator or director shall submit in writing his reasons for the departure from the recommendations of the group or of the individual concerned.
4. In those situations where a Faculty member is dissatisfied with the decisions of his Campus Academic Administrator or director, he shall have the right to appeal to the appropriate Campus Academic Administrator. If the Faculty member is dissatisfied with the decisions of the Campus Academic Administrator, he shall have the right to appeal to the divisional head.

ARTICLE XXIII

EMPLOYMENT

1. QUALIFICATIONS FOR EMPLOYMENT

- A. To qualify for initial and continuing employment as a full-time or part-time Faculty member, the applicant must meet the credential requirements appropriate to the discipline groupings or area in which the appointment is to be made. Appropriate weights shall be assigned, when considering credentials, to academic training, prior teaching experience, other appropriate experience in the field, and to sponsored or on the job training cited in Appendix E.
- B. Ordinarily a prospective appointee must possess the following credentials and the recommendation of the Vice Chancellor Instructional Accountability or successor title:
 - 1. For traditional liberal arts and science discipline groupings a Master's Degree or higher degree in the subject area.
 - 2. For non-traditional discipline groupings, a Master's Degree or higher degree related to the discipline grouping or subject area.
 - 3. For vocational and technical discipline groupings the requirements for an Annual Vocational Authorization as established by the Michigan Department of Education and seven (7) years recent full-time experience in a related trade or occupation.
- C. The appropriate Academic Administrator and the Faculty members of said discipline grouping may submit an advisory opinion to the Vice Chancellor Instructional Accountability or successor title concerning the credentials of any Faculty member.
- D. Upon the recommendation of both the Vice Chancellor Instructional Accountability or successor title and the Director of Human Resources/Labor Relations, the ordinary credential requirements may be waived by placing greater weights on other credentials listed in Section I.A. of this Article.
- E. The Board of Trustees shall have final authority in all appointments.

2. NOTICE OF VACANCIES

Notice of full-time administrative or Faculty vacancy shall be made to the President of the Federation by the Employer at the time the decision is made to fill the vacancy and, whenever possible, at least fourteen (14) calendar days prior to filling of the vacancy. This notice may be waived in writing by the President of the Federation.

- A. The notice shall be in a form suitable for posting and shall include the date of the notice, a job description where applicable, remuneration offered, required qualifications, the administrator to whom the application is to be sent, and the final date for acceptance of applications. A copy of this notice shall be posted on the Federation bulletin boards in the Administration Building, and copies shall be sent to each facility administrator.
- B. Any employee of the College may apply for the position by written application to the administrator designated in the notice. An application for a position shall be recognized as a professional right and shall not affect adversely an employee's status in his present position.
- C. The Employer shall notify all applicants presently working at the College of the disposition of their applications for a full-time position prior to the publication of the names of the successful applicant.

3. SELECTION OF CANDIDATES

- A. The Employer shall give primary consideration to applicants from within the College if their qualifications are superior or equal to other qualified applicants, provided the priorities in Section C are adhered to.
- B. In order to fill a full-time vacancy, the appropriate Academic Administrator and his full-time Faculty and a representative from the Human Resources Department shall review all applications and interview and evaluate qualified applicants and recommend at least three (3) persons for each vacant position, listed in the order of preference to the Vice Chancellor Instructional Accountability or successor title. Together with these recommendations, the department shall provide the reasons for their recommendations and submit the folders containing all interview and evaluation data and records for all candidates considered for review by the Vice Chancellor Instructional Accountability or successor title.
- C. The filing of a part-time vacancy shall be as stipulated in the above section. However, no new full-time or part-time Faculty member may commence work without the prior approval of the Human Resources Department.

4. PRIORITIES FOR FILLING VACANCIES

The following priorities shall be observed in the filling of full-time Faculty vacancies at the College:

- A. A full-time Faculty member shall be given priority over all other applicants for a Faculty appointment to a vacancy in a program, department, or area, provided he is qualified for the vacant position, and provided the Vice Chancellor Instructional

Accountability or successor title agrees to the appointment. Such agreement shall not be arbitrarily or capriciously withheld.

- B. A full-time Faculty member who leaves the Faculty to take a position in the administration of the College shall have priority over all other applicants for a Faculty appointment to a vacancy in a program, department, or area, except those applicants defined above, and provided he is qualified for the vacant position, and provided both the Chancellor of the College or his designee and the Dean or Director of the program, department, or area where the vacancy exists agree to the appointment. Any Faculty member who assumes administrative duties and subsequently returns to the Faculty shall resume all rights and privileges that he would have had if he had continued in the Faculty position without interruption. Any exempt administrator granted Faculty status by the Board action shall have the same priority as an administrator returning to Faculty, provided they meet the credential requirements of Section I of this Article.
- C. A part-time Faculty member shall, after the abovementioned applicants, be given primary consideration for a Faculty appointment to a vacancy in a program, department, or area.
- D. No fewer than fifty five (55%) percent of all full-time Faculty vacancies shall be filled during the life of this Agreement by qualified applicants from the part-time seniority lists provided the selection of full-time Faculty members is consistent with current Equal Employment Opportunity and Affirmative Action Guidelines. The Nursing Faculty shall be excluded from this Article's provision.

ARTICLE XXIV

ADMINISTRATORS WHO TEACH

- A. A supervisor, administrator, or executive of the College shall be allowed to teach or to act in the capacity of counselor, librarian, or coach without remuneration as an adjunct to his administrative position, provided all applicable provisions of this Agreement and the following stipulations are adhered to:
1. He shall be qualified to perform the Faculty assignment and shall have an application and other employment credentials which attest to his qualifications in his personnel file.
 2. He shall teach or act in the capacity of counselor, librarian, or coach for a maximum of two (2) classes per semester.
 3. His teaching or other Faculty assignments in no way shall result in the reduction of present full-time Faculty positions.
 4. His teaching or other Faculty assignments in no way shall infringe on any full-time Faculty member's priority in regular or overload assignments.
 5. His teaching or other Faculty assignments in no way shall restrict or handicap his administrative responsibilities.
 6. His performance of the teaching or other Faculty assignments shall be evaluated using the same criteria as those applied to part-time Faculty.
 7. The administrator shall be liable to the Federation for an amount equal to the appropriate Federation dues or service fees, such an amount to be paid before the end of the semester in which the administrator performs the assignment.
- B. A supervisor, administrator, or executive of the College shall be allowed to teach or to act in the capacity of counselor, librarian, or coach for remuneration in addition to the responsibilities of his administrative position, provided all applicable provisions of this Agreement and the following stipulations are adhered to:
1. He shall be qualified to perform the Faculty assignment and shall have an application and other employment credentials which attest to his qualifications in his personnel file.
 2. He shall teach or act in the capacity of counselor, librarian, or coach for a maximum of two (2) classes per semester.

3. His teaching or other Faculty assignments shall be consistent with the provisions of Article XV, Section F, titled Assignment Priorities.
4. His teaching or other Faculty assignments in no way shall infringe on any full-time Faculty member's priority in regular or overload assignments.
5. His teaching or other Faculty assignments in no way shall restrict or handicap his administrative responsibilities.
6. His performance of the teaching or other Faculty assignments shall be evaluated using the same criteria as those applied to part-time Faculty.
7. He shall not teach or perform other Faculty assignments during hours normally devoted to his administrative responsibilities.
8. He shall be paid according to the current part-time salary schedule.
9. The administrator shall be liable to the Federation for an amount equal to the appropriate Federation dues or service fees, such an amount to be deducted in the same manner as for a part-time Faculty member.
10. After all of the classes have been assigned to full-time and part-time Faculty members, the residual classes may be assigned to employees such as qualified administrators who teach for remuneration. Such employees must follow all applicable provisions in paragraph A, one through seven (1-7), as listed above. Between the end of the third week and the fourth week of each semester the Federation will be given a list of classes being taught by administrators.

ARTICLE XXV

CONTRACT STATUS

A. FULL-TIME CONTRACTS

1. General Provisions

- a. All instructors employed by the College for fifteen (15) contact hours or more per week shall be issued full-time contracts. All other Faculty members employed by the College for twenty eight (28) hours or more per week shall be issued full-time contracts. Scheduling errors which result in assigning a part-time Faculty member to hours in excess of the prescribed limits shall be corrected as soon as possible and shall not result in issuing him a full-time contract.
- b. All contracts issued to full-time Faculty members shall fall under one of the following designations: temporary, probationary, or continuing.
- c. All full-time Faculty members shall be apprised of their contract status when their employment commences or is renewed.

2. Temporary Full-time Contract Status

- a. A temporary full-time contract may be issued to fill full-time positions which are known to be temporary at the time of issuance. Temporary full-time contracts shall be issued only for special programs and for replacements for full-time Faculty members who are on leave, who have been terminated, or who have resigned or otherwise left the College without completing their contracts.
- b. A temporary full-time contract may be issued for a period up to but not to exceed twelve (12) months. A Faculty member employed under temporary full-time contract status may be hired into another temporary position. If a full-time Faculty member who has been employed by the College for at least twenty (20) instructional months under temporary full-time contract status is rehired, except as a replacement for a full-time Faculty member who is on leave, or who has been terminated, or who has resigned or otherwise left the College without completing his contract, he shall be offered a continuing contract.
- c. A Faculty member employed under temporary full-time contract status who fails to have his contract renewed shall not have recourse to the grievance procedure because of that failure.

3. Probationary Full-Time Contract Status

- a. The probationary period for new full-time Faculty members shall consist of three (3) full-time contracts. No full-time Faculty member shall be required to serve more than two (2) probationary periods at Wayne County Community College District.
- b. A probationary full-time contract shall be issued to all new full-time Faculty members, excluding those under temporary contract status. This contract shall be renewed for a second probationary full-time contract unless a notice of non-renewal, which shall include specific reasons for non-renewal, is sent by a certified or registered mail to the probationary Faculty member by his Divisional Head on or before April 1st.
- c. A third year probationary full-time Faculty member shall be granted continuing contract status unless a notice of non-renewal, which shall include specific reasons for non-renewal, is sent by certified or registered mail to the Faculty member by his Divisional Head on or before April 1st.
- d. In both second year and third year probationary full-time situations, prior to the formal notice of non-renewal, the appropriate Academic Administrator, director or other administrator shall have sent by certified or registered mail at least one (1) written and dated notice to the probationary Faculty member stating in specific and detailed terms the nature of any alleged substandard conduct and/or work of the Faculty member along with concrete suggestions for improvement when applicable. A copy of this notice shall be placed in the Faculty member's personnel file, and the provisions of this Agreement covering personnel files shall obtain.
- e. If the Academic Administrator or other administrator fails to comply with the above provisions and refuses to renew the contract of a probationary full-time Faculty member, that Faculty member shall have recourse to the grievance procedure. If the Academic Administrator, Director of Human Resources or other administrator complies with the above provisions and refuses to renew the contract of a probationary full-time Faculty member, that Faculty member shall not have recourse to the grievance procedure.

4. Continuing Full-Time Contract Status

- a. A continuing full-time contract shall be issued to each full-time Faculty member upon the satisfactory completion of three (3) probationary full-time contracts.

- b. A continuing full-time contract shall guarantee that the services of the Faculty member shall be terminated only as provided for by Article VII, Federation Security; Article XXVI, Reduction of Staff; and Article XXVII, Termination.

B. PART-TIME CONTRACTS

1. General Provisions

- a. Except as provided for in Article XIX, Release Time, all instructors employed by the College for twelve (12) contact hours or less per week shall be issued part-time contracts. All other Faculty members employed by the College for twenty four (24) hours or less per week shall be issued part-time contracts.
- b. All contracts issued to part-time Faculty members shall fall under either of the following designations: temporary or regular.
- c. All part-time Faculty members shall be apprised of their contract status when their employment commences or is reviewed.
- d. During the nine (9) week Summer Semester, part-time instructors may teach a maximum of fifteen (15) contact hours per week.
- e. No part-time Faculty member shall select or be assigned more than twelve (12) contact hours for the Fall or Spring Semesters no more than fifteen (15) contact hours for the Summer Semester without the mutual agreement of the Employer and the Federation.

2. Temporary Part-Time Contract Status

- a. A temporary part-time contract may be issued to fill part-time positions which are known to be temporary at the time of issuance. Temporary part-time contracts shall be issued only to the following part-time Faculty members: all substitutes working eight (8) consecutive weeks or more on the same assignment (all substitutes shall be considered temporary part-time Faculty members, but those working less than eight (8) consecutive weeks on the same assignment shall not be tendered contracts); Faculty members in special programs; replacements for Faculty members who are on leave, who have been terminated, or who have resigned or otherwise left the College without completing their contracts.
- b. Temporary part-time contracts may be issued for a period up to but not to exceed twelve (12) months.

- c. A Faculty member employed under temporary part-time contract status shall be paid in accordance with Article XXVIII, Salary Schedules.
 - d. A Faculty member employed under temporary part-time contract status who fails to have his contract renewed shall not have recourse to the grievance procedure because of that failure.
2. Regular Part-time Contract Status
- a. A regular part-time contract shall be issued to each part-time Faculty member, excluding those under temporary part-time contract status. This contract shall be renewed under the provisions covered by Article XV, Assignments.
 - b. Instructors assigned to classes which are canceled for any reason shall not have recourse to the grievance procedure because of that cancellation.

ARTICLE XXVI

REDUCTION OF STAFF

- A. The Employer shall not employ part-time employees when such employment affects a decrease in the number of full-time employees in the Bargaining Unit.
- B. When a full-time Faculty member cannot be assigned a full load in any semester because of insufficient enrollment or canceled classes, he shall have the following options for the purpose of fulfilling his full-time contract:
 - 1. He shall have priority in any assignment for which he is qualified within his own department over any part-time or overload contractual assignee.
 - a. Such Faculty members shall first bump any part-time instructor from a class assignment which does not conflict with the Faculty member's own schedule.
 - b. After all part-time instructors have been bumped, such Faculty members shall bump other full-time Faculty members from their overload assignments.
 - c. After all overload assignments have been bumped, such Faculty members shall bump other full-time Faculty members with less bargaining unit seniority.
 - 2. He shall be given an assignment for which he is qualified in another department after the regular full-time Faculty members in that department have been assigned a full load, provided that the Vice Chancellor Instructional Accountability or successor title approves of his working in the department consistent with Article XXIII, Section B. Such approval shall not be withheld arbitrarily nor capriciously. The same bumping priorities as detailed in Section B(1) of this Article shall be observed by Faculty members selecting classes under this provisions.
- C. After the above procedures have been exhausted, the Board may cause Faculty members to be laid off without pay, provided that no layoff shall occur until after the end of the academic year. Full-time Faculty members shall be laid off in inverse order of their length of service in the discipline at the College.
 - 1. When full-time Faculty members are recalled, they shall be recalled in inverse order of their placement on layoff. Such re-employment shall not result in loss of status or credit for previous year's service.

2. Notice of recall shall be sent to the laid off employee at his last address of record by registered or certified mail.
3. No new appointment shall be made while there is an available employee laid off who is qualified to fill the vacancy unless such employee fails to advise the Employer in writing of his acceptance of employment within fifteen (15) calendar days from the date of notification by the Employer of the available position.

ARTICLE XXVII

TERMINATION

- A. Except as provided for in Article VII, Federation Security, Article XXVI, Reduction of Staff, and Article XXV, Contract Status, a Faculty member shall be subject to termination during the term of this contract only for just cause.
- B. TERMINATION PROCEDURE

The following procedure shall be adhered to whenever a Faculty member is terminated during the term of this contract:

1. The Faculty member's appropriate Administrator or Director shall initiate a termination recommendation. The recommendation shall be in writing and shall set forth the reasons for the termination. The recommendation shall be reviewed by the Faculty member's Dean. If the Dean concurs in the recommendation, he shall forward the recommendation to the Vice Chancellor Instructional Accountability or successor title. If the Vice Chancellor Instructional Accountability or successor title concurs in the recommendation, he shall forward the recommendation with his approval to the Chancellor of the College.
2. The Chancellor of the College shall review the recommendation. If he concurs in the recommendation, he shall authorize the Vice Chancellor Instructional Accountability or successor title to inform the Faculty member by letter of the termination recommendation. The letter shall be given to the Faculty member in person or sent to him by certified or registered mail. At the same time a copy of the letter shall be sent to the President of the Federation, and a copy placed in the Faculty member's personnel file.
3. In the same letter, the Vice Chancellor Instructional Accountability or successor title shall inform the Faculty member that within five (5) working days of the receipt of the letter, the Faculty member may request a termination hearing. If the Faculty member requests the hearing within the time period, the hearing shall be convened within five (5) working days of the request. Either party shall be allowed to bring witnesses to the hearing, and the Faculty member may be represented by the Federation. Either party may be represented by legal counsel. The Chancellor of the College or his designee shall act as chairperson of the hearing.
4. Within forty eight (48) hours of the hearing, the Chancellor or his designee shall recommend either termination or reinstatement. If termination is recommended, such recommendation shall be forwarded to the Board of Trustees.

5. If the Faculty member does not request a termination hearing within five (5) working days of the receipt of the letter from the Vice Chancellor Instructional Accountability or successor title, the Chancellor of the College shall forward his recommendation for termination to the Board of Trustees.
 6. The Board shall review the recommendation for termination and shall rule on the recommendation at its next public meeting.
 7. If the Board upholds the termination recommendation, the Faculty member shall be terminated. The Board shall send a letter informing the Faculty member of its decision. At the same time a copy of this letter shall be sent to the President of the Federation, and a copy shall be placed in the Faculty member's personnel file.
- C. A Faculty member who is terminated during the term of this contract shall have recourse to the grievance procedure.
- D. No full-time bargaining unit member shall be disciplined solely on the basis of an evaluation by another bargaining unit member.

ARTICLE XXVIII

SALARY SCHEDULE

A. FULL-TIME SALARY SCHEDULE

Full-time faculty members will receive a 2% across the board wage increase in their base compensation retroactive until January 1, 2007. The salaries of full-time Faculty members covered by this Agreement shall be as follows:

January 1, 2007 AFT SALARY SCHEDULE				
STEPS	BACHELORS	MASTERS	MASTERS+30	PH.D.
1	\$23,818	\$25,348	\$27,069	\$28,302
2	\$25,829	\$27,512	\$28,921	\$30,695
3	\$27,647	\$29,329	\$30,764	\$32,752
4	\$29,853	\$31,535	\$32,615	\$34,813
5	\$38,183	\$39,865	\$42,497	\$46,147
6	\$44,448	\$46,288	\$50,747	\$55,943
7	\$45,475	\$47,314	\$53,233	\$59,441
8	\$46,504	\$48,344	\$55,715	\$62,928
9	\$47,534	\$49,372	\$58,198	\$66,428
10	\$50,199	\$52,088	\$60,682	\$69,925
11	\$56,149	\$58,222	\$67,968	\$78,363

B. FULL-TIME, PART-TIME, AND OVERLOAD SALARY SCHEDULE PRINCIPLES

1. Experience

a. Non-Vocational Technical Faculty

Years of experience shall mean years of full-time secondary or higher level teaching, counseling, or librarian experience. Directly related work experience shall be evaluated individually by the appropriate Academic Student Services Administrator or Director and subject to the written approval of the appropriate divisional head. Years of experience shall be credited at the rate of one (1) year of teaching, counseling, or librarian experiences for every two (2) years of acceptable related work experience.

b. Vocational Technical Faculty

Years of experience shall mean years of full-time secondary or higher level teaching experience. "Directly related work experience and/or directly related supervisory experience" shall mean years of full-time experience acquired after the time the degree equivalents (see B(2) below) were completed. Directly related work experience and/or directly related

supervisory experience shall be evaluated individually by the appropriate Academic Administrator and subject to the written approval of the Vice Chancellor Instructional Accountability or successor title. Years of experience shall be credited at the rate of one (1) year of teaching experience for every two (2) years of acceptable directly related work experience and/or directly related supervisory experience.

2. Degrees and Degree Equivalent
 - a. Documentation and Relatedness
 - (1) All transcripts verifying an educational attainment must be remitted directly from the granting institution to the College Human Resources Office. Only education attainment verified by granting institutions accredited by the appropriate Regional Accrediting Agency shall be recognized by the Employer for purposes of initial salary placement or salary advancement. All other educational attainment shall be recognized only after written approval of the appropriate Division Head has been received by the College Human Resources Office.
 - (2) Only educational attainment related to the discipline taught shall be considered for initial salary schedule placement.
 - b. Faculty member's who hold a Bachelor's Degree as their highest earned degree who have earned forty five (45) semester hours or more of related graduate credit in addition to that degree, shall be credited for salary purposes as being on the Master's Degree schedule.
 - c. "Semester Hours in the Master's Plus 30 Semester Hour Schedule" shall mean semester hours of completed graduate course work in excess of and subsequent to those hours earned for the Master's Degree.
 - d. For purposes of these provisions, one and one half (1½) quarter hours shall be equal to one (1) semester hour.
 - e. Holders of a two year master's degree of fifty (50) semester hours or more of earned graduate credit and holders of three year Graduate Professional Degrees of eighty (80) semester hours or more of earned graduate credit shall be credited for salary purposes as being on the Master's Plus thirty Semester Hour Schedule. Holders of three-year Graduate Professional Degrees of eighty (80) semester hours or more of earned graduate credit who also hold a master's degree shall be credited for salary purposes as being on the Doctorate Schedule. Full-time Faculty members who are holders of three-year Graduate Professional Degrees of eighty (80) semester hours or more of earned graduate credit and who also are

licensed to practice law or are licensed as a Registered Architect shall be credited for salary purposes as being on the Doctorate Schedule. It is understood expressly that two year graduate degrees which total less than the number of graduate hours prescribed above shall not fulfill the requirements for advanced salary payment under this provision. Upon the recommendation of the Vice Chancellor Instructional Accountability or successor title, holders of Master's Degree and Professional Certification such as Registered Architect or Certified Public Accountant shall be credited for salary purposes as being on the Master's plus 30 Semester Hours Schedule.

- f. Persons meeting the requirements for an Annual Vocational Authorization as established by the Michigan Department of Education and who have at least seven (7) years of recent full-time experience in a directly related trade or occupation shall, upon certification of same, be deemed to have acquired a Master's Degree.
 - g. Persons meeting the requirements of a Secondary Provisional Certificate with a Vocational Endorsement and who have at least five (5) years recent full-time experience in a directly related trade or occupation shall on certification of same, be deemed to have acquired a Master's Degree.
 - h. Persons who have met the requirements of either section (f) or (g) and who have completed the equivalent of an additional thirty (30) semester hours of directly related training as approved by the Vice Chancellor Instructional Accountability or successor title and who have at least three (3) years full-time teaching experience shall upon certification of same, be deemed to have advanced to the Master's Degree plus thirty (30) hours schedule (see B.2.e. above.)
 - i. Persons who have met the requirements of section (h), and who have completed the equivalent of an additional eighty (80) semester hours of directly related training as approved by the Vice Chancellor Instructional Accountability or successor title and who have at least an additional four (4) years full-time teaching experience shall, on certification of same, be deemed to have advanced to the Doctorate Degree Schedule.
3. In order for a Faculty member to apply graduate hours to a salary scale in excess of the Master's Degree scale, such graduate hours shall have been earned by the Faculty member; graduate hours waived by an institution or credited from undergraduate studies or work experience shall not be applicable in these instances.
4. All new hires to Wayne County Community College District shall be evaluated for placement in the Salary Schedule as full-time Faculty according to the principles of this Agreement, provided that no such person shall initially be

placed higher than the sixth (6th) contract step. For the purposes of this section, all persons previously holding positions as part-time employees at Wayne County Community College District shall be deemed new hires to the College.

5. Any salary adjustment brought about by the settlement of this Agreement shall be retroactive only to the beginning of the academic year; adjustments shall be expressly precluded from being retroactive before that date.

C. FULL-TIME OVERLOAD SALARY SCHEDULE

1. Any contact hours in excess of thirty (30) taught in the Fall, Spring, and Summer Semesters shall be paid at regular rates.
2. Any full-time Faculty member shall be paid per contact hour of overload assignment for each semester of the academic year as follows:

Beginning January 1, 2007, the hourly overload rates for full-time faculty members at Step 11 will be merged with the rates for part-time faculty members at each credential level. The overload rates for Steps 1 through 10 will be increased, where appropriate, by the amount which the rates at the Bachelor, Master's and Master's +30 levels, respectively, increase at Step 11. Between overload and part-time rates at Step 11 the higher rate in each credential level shall prevail.

After the adjustments set forth above, full-time overload hourly rates will increase by 2% across the board retroactive to January 1, 2007.

January 1, 2007 FULL-TIME OVERLOAD HOURLY RATES SCHEDULE				
STEPS	BACHELORS	MASTERS	MASTERS+30	PH.D.
1	\$38.91	\$40.85	\$42.72	\$46.71
2	\$39.03	\$40.85	\$42.72	\$46.71
3	\$39.03	\$40.85	\$42.72	\$46.71
4	\$39.03	\$40.85	\$42.72	\$46.71
5	\$39.03	\$40.85	\$42.72	\$46.71
6	\$39.03	\$40.85	\$42.72	\$46.71
7	\$39.81	\$41.75	\$44.90	\$49.79
8	\$40.86	\$42.65	\$47.08	\$52.87
9	\$41.74	\$43.55	\$49.28	\$55.94
10	\$44.07	\$45.91	\$51.45	\$59.01
11	\$47.43	\$49.36	\$55.52	\$63.74

3. A full-time Faculty member who has an overload assignment in the Occupational Therapy Assistant Program, the Medical Laboratory Technician Program, the Medical Records Technician Program, or the Aviation Mechanics Program, and who holds certification, registration, or professional license in the program in which he is a Faculty member, shall be paid the higher of the following:

- a. According to the above Full-time Overload Hourly Rate Schedule.
- b. According to the following scale: with less than a Master’s Degree, the Master’s Degree Schedule; with a Master’s Degree, the Master’s Plus 30 Semester Hours Schedule; with a Master’s Plus 30 Semester Hours, the Doctorate Schedule.

D. PART-TIME SALARY SCHEDULE

- 1. A part-time Faculty member shall be paid for each contact hour worked of each part-time assignment for each semester of the academic year at the rate to which he is entitled by his academic credentials as follows:

January 1, 2007 Part-time Rates			
BACHELORS	MASTERS	MASTERS+30	PH.D.
\$47.43	\$49.36	\$55.52	\$63.74

- 2. A part-time Faculty member who has a part-time assignment in the Occupational Therapy Assistant Program, the Medical Records Technician Program, or the Aviation Mechanics Program, and who holds certification, registration, or professional license in the program in which he is a Faculty member, shall be paid the higher of the following:
 - a. According to the above Part-time Schedule.
 - b. According to the following scale: with less than a Master’s Degree, the Master’s Degree Schedule; with a Master’s Degree, the Master’s Plus 30 Semester Hours Schedule; with a Master’s Plus 30 Semester Hours, the Doctorate Schedule.
- 3. A part-time Faculty member who replaces a full-time Faculty member for a total of fifteen (15) contact hours or more per week for eight (8) consecutive weeks shall be paid retroactively pursuant to the full-time salary schedule but shall not otherwise acquire the rights of a full-time Faculty member.

- E. A new rate of \$30.00 per hour is established for part-time faculty members who do not have a Bachelor’s degree and who first taught on or after January 1, 2007. The College will present to the Federation in the next ten days a list of additional pay classifications and corresponding rates for the less than Bachelor’s category. All subsequent changes and additions must be presented to the Federation. In no case will the College pay more than the Bachelor’s rate to these part-time faculty members.

F. SUBSTITUTE SALARY SCHEDULE

The Employer shall pay the substitute at the overload rate based on the credentials of the substitute provided the substitute is or has been employed by the College in a Faculty or administrative capacity and has his credentials on file in the Human Resources Office at the time of substitution. All other substitutes shall be paid a flat rate of twenty two (\$22.00) dollars per contact hour.

G. SALARY SCHEDULE ADVANCEMENTS

1. A salary schedule advancement for full-time or part-time Faculty members following completion of additional education requirements academically related to the Faculty member's assignment, or for initial salary placement purposes, shall be effective the first day of work following the receipt by the Human Resources Office of the necessary credentials, i.e., official transcripts, remitted by the educational institution, verifying the education advancement and/or obtainment.
2. For the purpose of this agreement a degree is related if it is commonly or frequently connected with the discipline being taught.

H. PAY FOR CANCELED CLASSES

When a Faculty member meets a part-time or overload assignment at the beginning of a semester and the class to which he is assigned is canceled, he shall be paid for the time he has met the class, provided he attends the class and teaches the subject matter as though the class would continue. The Employer shall not pay the Faculty member for the remainder of the semester hours in such a canceled class.

I. WAGE-PRICE FREEZE

All salaries and other economic benefits shall be subject to applicable laws and regulations of the Federal and State governments.

- J. Full-time Faculty members unable to complete a contract assignment shall be paid a prorated share of his annual salary equal to the percentage of the contract assignment completed.

- K. For the term of this Agreement, head coaches in a sport will be compensated at the rate of five thousand (\$5,000.00) dollars per season and be entitled to a five hundred (\$500.00) dollars increase in compensation at the beginning of each season up to a maximum total compensation of seven thousand five hundred (\$7,500.00) dollars per season. Head coaches currently employed will be slotted into the compensation schedule in accordance with the current number of years each has coached his/her current sport.

ARTICLE XXIX

FRINGE BENEFITS

A. INSURANCE

With the exception of Worker's Compensation, only full-time employees in the Bargaining Unit shall be granted coverage by the following insurance programs. Insurance coverage for regular, full-time employees shall extend for the duration of their employment, during the life of this Agreement. Insurance coverage for temporary, full-time employees shall extend only through the duration of their contracts. Commencement and duration of coverage and amount and nature of benefits shall be governed by the terms of the group insurance policy and the rules and regulations of the carrier.

1. Group Life Insurance

The Employer agrees to pay the necessary premiums to provide a group term life insurance policy with an accidental death rider of equal amount for each full-time employee in an amount equal to twice the employee's annual salary to the nearest multiple of one thousand (\$1,000.00) dollars not to exceed a maximum of one hundred thousand (\$100,000.00) dollars.

Subject to the approval of the insurance carrier, a full-time Faculty member at his expense shall have the option to purchase an additional fifty thousand (\$50,000.00) dollars in coverage of group term life insurance at group rates. Payments for the additional coverage shall be through payroll deduction. Any administrative costs to the College of maintaining this insurance coverage should be become by the Faculty member.

The Employer agrees to extend group term life insurance to full-time Faculty members of Wayne County Community College District retired under the Michigan Public School Employees Retirement System at the retiree's expense. The retiree shall agree in writing to pay the premiums in advance to the College for said life insurance.

2. Short-term Disability Insurance

The Employer agrees to pay necessary premiums to provide a short-term sickness and accident disability policy for each full-time employee providing for twenty six (26) weeks disability pay at two thirds (2/3) of weekly salary to a maximum of five hundred (\$500.00) dollars per week.

3. Long-term Disability Insurance

The Employer agrees to pay the necessary premiums to provide long-term disability insurance in the amount of sixty five (65%) percent of the Faculty member's basic contract salary not to exceed two thousand five hundred (\$2,500.00) dollars per month. Disability benefits shall commence the twenty ninth (29th) week of total disability and continue for the period of total disability up to age seventy (70), whichever occurs first. During the time of total disability there shall be excluded from the non-duplication offset any Social Security Benefits in excess of those in effect at the time of disability.

4. Medical Insurance

a. The Employer agrees to pay the necessary premiums to provide at the employee's option either the Health Alliance Plan or the Blue Cross/Blue Shield Plan (MVP-2 with Master Medical Option IV and Non-deductible Prescription Drug Rider) or a Comparable plan for each full-time employee, his spouse and his dependent children. The Employer shall also pay the necessary premiums for the F.A.E. Rider for each full-time employee.

b. The Employer agrees to make available the medical insurance provided in 4(a) above to all retired Faculty between fifty five (55) and sixty five (65) years of age who at the time of their retirement are/were full-time Faculty and have completed five (5) or more years of service to the College provided that the retiree shall agree in writing to pay the premiums for said medical insurance for a period of not less than twelve (12) consecutive months.

It is further agreed that the retiree shall make all premium payments at the group rates in effect when the payment is due and no later than the payment due date as established from time to time by the College. All payments for premiums shall be due and payable at the College Human Resources Office on the payment date.

It is mutually agreed and understood by the Employer and the Federation that failure to receive payments when due shall result in a loss of medical insurance coverage by the retiree.

It is agreed by the Federation that no dispute arising under this Section (Article XXIX, Fringe Benefits), Section A(4)(b) shall be subject to the grievance procedure provisions.

- c. Full-time bargaining unit members who have full or partial health care coverage through another source may elect a cash reimbursement in lieu of the College providing health care coverage. Cash reimbursement will equal fifty (50%) percent of the actual premium that the College would have incurred for an employee for health care benefits the employee elects to drop. Reimbursement calculations will be based on the current premium cost of the insurance coverage the employee had in effect six months prior to the opt out request date. Cash reimbursements will be payable on a monthly basis through a cash in lieu of benefits plan implemented under IRS Code 125. No changes in beneficiaries can be made during the opt out year. Cash reimbursements due bargaining unit members leaving the College will be made with all other monies due upon separation from employment with the College and shall be prorated.

In order to drop health care benefits, the bargaining unit member must submit a written request to the Director of Human Resources and must present documents showing proof of alternative coverage. Such requests must be submitted between (May 1st - May 30th) each year. A bargaining unit member who elects not to be covered by a College health care plan must remain dropped from coverage for a period of one (1) year (July 1st - June 30th) unless for any reason the bargaining unit member must present proof of loss of health care coverage to the Director of Human Resources who upon receipt and verification of such proof will immediately reenroll the bargaining unit member in the College health care program selected. Coverage will be effective as soon as arrangements can be made with the insurance carrier selected.

5. Dental Insurance

The Employer agrees to pay the necessary premiums to provide each full-time employee, his spouse, and his dependent children with the Delta Dental Plan or a comparable plan. The dental plan provides, in most cases, payment of ninety (90%) percent of the cost for dental care (90/90/50) up to a maximum of one thousand (\$1,000.00) dollars in one (1) year for each full-time employee, his spouse, and dependent children.

6. Optical Insurance

The Employer agrees to pay the necessary premiums to provide each full-time employee, his spouse, and dependent children, with the Basic Plan of Cooperative Services, Inc., Heritage Optical, or a comparable plan

provided said plan does not exceed one hundred (\$100.00) dollars per annum per employee.

7. Worker's Compensation

Worker's Compensation Insurance shall be carried by the Employer as required by the Michigan Worker's Compensation Act.

B. OTHER FRINGES

1. Tax Sheltered Annuity Program

The Employer shall make available to all full-time and part-time employees an approved tax sheltered annuity program. The Employer shall provide no more than five (5) vendors to provide the tax sheltered annuity insurance. Each full-time employee shall notify the appropriate administrator of their designation of vendor.

2. Retirement Fund

The Employer shall assume the cost of each Bargaining Unit member's contribution to the Michigan Public Employees Retirement Fund as required by law.

3. Courses at the College

The Employer shall issue a tuition waiver for courses taken at the College by the employee, the employee's spouse, and dependents under the age of twenty five (25) living at home. The Employer shall issue a tuition waiver for courses taken at the College by full-time Faculty members of Wayne County Community College District retired under the Michigan Public School Employees Retirement System.

4. Unemployment Insurance

Unemployment Insurance shall be carried by the Employer as required by Michigan law.

5. The College will set up an IRC Section 125 reimbursement program to allow members to participate in medical insurance and other programs, at their own cost, using pre-tax dollars.

ARTICLE XXX

LEAVES

A. LEAVES OF ABSENCE WITH PAY

1. Sick Leave

a. Each full-time Faculty member shall be certified, at the beginning of each academic year, with the following days of sick leave:

- (1) Seventy two (72) contact hours for instructional Faculty.
- (2) Fourteen (14) days for non-instructional Faculty.

b. Sick leave days shall be used only for the following purposes:

- (1) Faculty member's illness, accident, or hospitalization
 - (a) Pregnancy, miscarriage, abortion, childbirth, and recovery there from shall be considered temporary disabilities and shall be included specifically in this category.
 - (b) Normally the Faculty member should arrange routine dental and medical appointments for those times when he does not have scheduled assignments. If such appointments are necessary during scheduled assignments, they should be charged to sick leave.

(2) Emergency Situations

Emergency situations shall be limited to the following: quarantine of the Faculty member or his living quarters; court appearance where the Faculty member's attendance is required by subpoena or summons; such days as may be required by the Faculty member's religion for holy observance and abstention from work; death in the family or death of a close associate; care for a member of the Faculty member's family when no other arrangements are possible; weather conditions that make it impossible for the Faculty member to report to work.

(3) Personal Business Leave

Up to four (4) days may be stipulated as personal business leave days. Personal business leave is provided for personal business of a nonprofit nature that cannot be taken care of outside of working hours. Personal business leave days shall not be allowed immediately prior to or immediately following a scheduled holiday or vacation day except in special cases with the approval of the Faculty member's appropriate Divisional Head.

- c. A Faculty member shall report any absence promptly and directly to the office of the appropriate facility administrator and designated Campus Academic Administrator and this report shall be made before the occurrence of the absence. The Faculty member shall identify the reason for the absence, except in the case of personal business leave. A Faculty member reporting an absence because of personal business shall have the option of identifying the reason for the absence.
- d. If a Faculty member is absent for two (2) consecutive working days without notifying the designated Campus Academic Administrator, the Faculty member shall be subject to appropriate disciplinary action leading up to and including discharge.
- e. After five (5) consecutive calendar days of sick leave, exclusive of weekends, the Employer may require an employee to furnish to the Employer a statement from his physician verifying that the Employee is unable to work. Clarification of medical statements may be required by the Employer. An employee who remains on extended sick leave in excess of fifteen (15) work days may be asked by the Employer to have a medical examination by a physician stipulated by the Employer in cases where sufficient evidence of continued illness and/or clarification is not obtainable by other means. An employee returning after five (5) or more consecutive work days of sick leave shall supply the Employer with a physician's statement attesting to the employee's ability to resume full-time employment.
- f. The Employer is responsible for keeping the records of each Faculty member's sick leave account up to date. Upon request and within a reasonable period of time, a Faculty member shall be given a written notice of the number of sick leave days remaining in the account.

- g. A Faculty member shall not be able to use sick leave days before they are credited to his account.
- h. A Faculty member shall be allowed to accumulate unused sick leave time up to a maximum of seven hundred twenty (720) contact hours for instructors and up to one hundred twenty (120) days for all other Faculty. The sick leave accumulated by each full-time Faculty member prior to this Agreement shall be credited to his reserve under this Agreement. Effective July 1, 2001, full-time Faculty members working in an overload capacity may use sick leave.
- i. A Faculty member who leaves a position in the Bargaining Unit for another full-time position in the College shall be allowed to transfer his sick leave account to his new position.
- j. If a Faculty member is sick for fifteen (15) work days the Faculty member must notify the Human Resources Department by the end of the fifteenth (15th) day as to whether they wish to begin receiving short term disability benefits as of their sixteenth (16th) day of absence or whether they wish to designate when sick leave benefits shall terminate and when short term disability benefits shall begin. No other options shall be available to the Faculty member. If the Faculty member fails to notify the Human Resources Department by the end of the fifteenth (15th) day, the employee shall begin receiving short term disability benefits as of their sixteenth (16th) day of absence.

Once the Faculty member has notified the Director of Human Resources as to his choice or failed to notify the Director as to his choice no changes may be made.

If a Faculty member elects to exhaust his sick leave before receiving short term disability benefits the member's disability shall be deemed to have occurred on the fifteenth (15th) work day prior to the exhaustion of the member's sick leave. Only members who have more than fifteen (15) accrued sick leave days may avail themselves to this option.

- k. Part-time Faculty with seventy five (75) or fewer hours at the beginning of an academic year shall be granted two (2) days of sick leave annually. Such leave shall not accumulate from year to year.
- l. Part-time Faculty with more than seventy five (75) hours at the beginning of an academic year will accrue two (2) sick days for

each Fall and Spring semester they teach during the academic year. These sick days may accumulate up to twelve (12) days. Senior part-timers (those with more than 100 credit hours) shall be allowed to accumulate up to 15 sick days.

- m. For the purposes of part-time sick leave, a day is defined as the period 12:00 a.m. to 12:00 midnight.

2. Jury Duty Leave

Upon prior written request, a full-time Faculty member called for jury duty shall be granted a leave of absence for the duration of that duty. The Employer shall be obligated only to pay an amount equal to the difference between the Faculty member's salary as computed on a daily basis and the daily jury duty fee paid. In order to be eligible for compensation from the Employer noted above, each full-time Faculty member shall endorse all compensation payments from jury duty and make same payable to the Employer.

3. Reservist Duty Leave

- a. Upon prior written request, a full-time Faculty member who is a member of the National Guard or organized Reserves of a United States Military Service and who is ordered to active duty for an annual training shall be granted a leave of absence for the duration of that training period. The Employer shall be obligated only to pay an amount equal to the difference between the Faculty member's salary as computed on a daily basis and the reservist's daily base stipend paid if that stipend is less than the Faculty member's daily rate. The Employer shall be obligated only to pay the above difference for a maximum period of fourteen (14) calendar days.

- b. Emergency Duty Leave

A full-time Faculty member who is a member of the National Guard or organized Reserves of a United States Military Service and who is ordered to emergency duty because of riot, flood, or other disaster shall be granted leave of absence for the duration of that emergency duty. The Employer shall be obligated only to pay an amount equal to the difference between the Faculty member's salary as computed on a daily basis and the reservist's daily base stipend if that stipend is less than the Faculty member's daily rate. The Employer shall be obligated only to pay the above difference for a maximum period of thirty (30) calendar days.

4. Sabbatical Leave

Upon the recommendation of the Chancellor, the Board of Trustees will consider sabbatical leave applications from full-time instructors in accordance with the following specific provisions:

- a. Instructors who have served the College for seven (7) years are eligible for a sabbatical leave.
- b. At the option of the instructor, the sabbatical leave may be taken for a full year, or either the Fall Semester or the Spring Semester.
- c. The salary for the sabbatical leave will be one half ($\frac{1}{2}$) the regular annual salary for a full academic year.
- d. Instructors who request a Fall Semester sabbatical leave will be paid at the full salary rate and be required to teach the Spring Semester.
- e. For sabbatical leaves beginning the Spring Semester, the instructor will not be required to teach in the Summer Semester and will be paid at full salary rate.
- f. No more than two (2%) percent of the Faculty shall be on sabbatical leave at the same time.
- g. All such leaves will always be conditioned by departmental arrangements which will preclude any loss of efficiency in the department or any substantial deviation from the announced program of the College.
- h. When possible, the College shall hire short term replacements for instructors applying for sabbatical leaves if their assignments cannot be assumed by other members of the staff.
- i. All such leaves shall be limited to purposes that clearly promise reciprocal advantage to the College through the enhancement of personal competence by study, research writing, or cognate pursuits.
- j. An instructor who receives a sabbatical leave shall return to the College for a period of two (2) years or refund, on a prorated basis, the salary received during the leave period.
- k. Experience credit on the salary scheduled will continue to accrue while the full-time Faculty member is on sabbatical leave.

- l. All benefits provided under this Master Agreement shall be guaranteed to an instructor for the duration of the sabbatical leave.
- m. Applications for sabbatical leave must be submitted to the Director of Human Resources at least six (6) months before the leave. Notice of sabbatical approval or disapproval shall be given at least three (3) months prior to the leave.
- n. Failure to pursue the proposed purpose of the agreed sabbatical leave and to provide a written report predefined by the Vice Chancellor Instructional Accountability or successor title or his designee at the time of application will entitle the College to recover any compensation provided for the sabbatical.

B. LEAVES OF ABSENCE WITHOUT PAY

1. General Provisions

- a. Leaves of absence without pay, except as provided for in the following provisions, shall be granted only to full-time Faculty members.
- b. All leaves of absence without pay shall be granted without loss of seniority. Contractual benefits or rights accumulated by a Faculty member prior to the effective day of the leave shall be carried forward and credited to him upon his return. Upon his return from a leave of absence without pay, the Faculty member shall be returned from a leave of absence without pay, the Faculty member shall be returned to the department or area from which he left. In the event of the elimination of the position while the Faculty member was on leave, length of service in the department or area shall be the determining factor in filling assignments for which the Faculty member is qualified.
- c. Except as specifically provided for in any of the following provisions, no payments of any kind shall be made to or for a Faculty member on any leave of absence without pay.
- d. Except as specifically provided for in any of the following provisions, a Faculty member shall not have his insurance benefits paid for him by the Employer for the duration of the leave of absence without pay. However, the Employer shall allow a Faculty member on a leave of absence without pay to continue his insurance benefits through the Employer's insurance plan,

provided the Faculty member is responsible for all premium payments.

- e. All requests for leaves of absence without pay shall be made in writing and shall be made initially with the Faculty member's Campus Academic Administrator. They shall be subject to the approval of the Faculty member's Dean and Divisional Head.
- f. The Federation shall be kept apprised of all extended leaves of absence without pay for members of the Bargaining Unit.
- g. Failure to return to employment upon termination of a leave of absence without pay shall constitute termination of employment.
- h. Falsifying by a Faculty member regarding the reasons for a leave of absence without pay shall be subject to appropriate disciplinary action leading up to and including discharge.
- i. Faculty members on any leave without pay including but not limited to Federation business leave, extended military leave, parental leave, or other leaves without pay shall not be allowed to select or continue any class assignments as a part-time instructor.

2. Federation Business Leave

A full-time Faculty member when elected or appointed to an office in the Michigan Federation of Teachers or American Federation of Teachers and in regular discharge of the duties thereof shall be granted a leave of absence without pay for the period of his service. Leaves of absence for a period of one (1) year or more shall be renewed yearly.

3. Extended Military Leave

A full-time Faculty member who enlists in or is conscripted into the United States Military Service shall be granted a leave of absence without pay in conformance with conditions established by Federal and State Laws.

4. Parental Leave

A full-time Faculty member who is an expectant mother shall be granted a leave of absence without pay under the following provisions:

- a. The Faculty member shall furnish a statement from her physician indicating to the Employer the length of time she may safely remain at her job before she should be granted a maternity leave.

The Employer shall grant a maternity leave of absence to commence at the time indicated by the physician.

The Faculty member shall notify, whenever possible, the administrator in charge of Human Resources by written statement from her physician within six (6) weeks after pregnancy has definitely been determined. The physician's statement must specify the expected delivery date and must further specify the date upon which, in the physician's opinion, the Faculty member can continue full-time employment in her position without 1) danger to the Faculty member's health or that of the unborn child or 2) impairment in any way to the Faculty member's ability to perform her duties.

- b. The effective date of separation for maternity reasons shall be the date specified by the Faculty member's physician as described in the above subsection.
- c. Within six (6) weeks after delivery of the child, the Faculty member shall supply the administrator in charge of Human Resources with a statement from her physician specifying the date when, so far as the health of the child is concerned and without respect to any aspect of care in feeding of the child, the Faculty member is able to resume full-time employment in her position without danger to the Faculty member's health and without impairment in any way to the employee's ability to perform her duties.
- d. The date of resumption of employment shall be the date specified by the Faculty member's physician as described in the above subsection d.
- e. The Faculty member may apply sick leave days to a maternity leave for a period not to exceed six (6) weeks after the birth of the child. Sick leave shall not be used beyond the six (6) week period except in those instances where the employee's physician certifies that the employee is unable to return to work.
- f. The Employer reserves the right at its option and expense to have the Faculty member examined by a physician designated by the Employer with respect to the report ending date of the leave as set forth in subsection d. above. The Faculty member will make himself/herself available for such examination and will cooperate in furnishing any necessary information in connection therewith. The Employer's designated physician will provide the Employer and the Faculty member with a statement specifying the same

information as that required by the Faculty member's physician described in subsection d. above. In the event of conflict between the statement of the two (2) physicians, a third (3rd) physician shall be selected by the two (2) physicians and his diagnosis shall be controlling.

- g. A Faculty member who fails to return to work at the termination of the maternity leave or any extension that may have been granted thereof, shall be subject to appropriate disciplinary action leading up to and including discharge.
- h. Hospitalization coverage shall be paid by the Employer for one hundred eighty (180) days beginning the first day of leave.
- i. A full-time Faculty member adopting an infant-child, i.e., one (1) year of age or less, shall be granted up to one (1) year leave of absence without pay to commence upon receiving de facto custody of said infant-child or prior to receiving such custody. If necessary, in order to fulfill the requirements for adoption, the Faculty member shall make such request in writing to the administrator in charge of Human Resources and except in case of emergency shall give at least sixty (60) days prior notice.
- j. A full-time male Faculty member shall be granted up to one (1) year's leave of absence without pay upon written request of the administrator in charge of Human Resources provided such request is made within sixty (60) days of the birth of the child to his spouse.

5. Medical Examination

Should the Board or its agents have reason to suspect that a Faculty member is being rendered incompetent by physical and/or emotional disability, the Board may demand that said Faculty member submit to a physical and/or psychiatric examination. The Board may designate an examiner who must be a licensed physician or psychiatrist and the Board will assume the cost of the examination. The Faculty member at his expense may select an additional examiner. In the event the examiners differ on final diagnosis, the parties shall appoint a third (3rd) physician selected by the first two (2) physicians whose diagnosis shall be binding on the parties. The parties shall split the cost of this final examination. All examination reports shall be confidential and none shall be placed in the personnel file of the employee until final determination of the Faculty member's condition.

6. Terminal Illness Causes

In the event a full-time Faculty member is adjudged to be terminally ill by his personal physician and such opinion is concurred by the Employer's physician, the Employer shall continue to pay all premiums for the below listed fringe benefits for a period not to exceed eighteen (18) months:

- a. Medical Insurance
- b. Dental Insurance
- c. Optical Insurance
- d. Life Insurance

7. Other Leaves of Absence Without Pay

The Employer may grant other leaves of absence without pay if such leaves are recommended by the employee's Campus Academic Administrator and approved by the employee's Divisional Head and the Director of Human Resources. A leave granted under this provision to one employee shall in no way set a precedent for other requests.

ARTICLE XXXI

SENIORITY

- A. DEFINITION (FULL-TIME AND PART-TIME)
1. College Seniority: All accrued credit from the initial date of hire at the College to the date in question.
 2. Bargaining Unit Seniority: All accrued credit from the initial date of entry into the Bargaining Unit.
 3. Department Seniority: All accrued credit from the initial date of entry and/or transfer into a specific department to the date in question.
 4. Part-time Seniority: Seniority for part-time Faculty shall be accumulated by contact hours of teaching within the College.
- B. Accumulation of Seniority Credits
1. Full-time instructors shall earn seniority credits in conformity with the chart listed in Appendix I. Full credit shall be awarded in any Fall or Spring Semester in which the Faculty member teaches eight (8) or more complete weeks.
 2. Full-time counselors shall earn one (1) seniority credit for working twenty seven (27) or more complete weeks of their regular contractual obligation. One half (½) seniority credit shall be earned for working nine to twenty six (9 to 26) complete weeks of their regular contractual obligation.
 3. Full-time librarians shall earn one (1) seniority credit for working twenty-nine (29) or more complete weeks of their regular contractual obligation. One half (½) seniority credit shall be earned for working ten to twenty eight (10 to 28) complete weeks of their regular contractual obligation.
 4. No seniority for full-time shall accrue prior to September 30, 1970.
- C. In those cases where College departments or discipline groupings merge with or are absorbed by another College department, all Faculty members involved in said merger and/or absorption shall be able to take their departmental or discipline grouping seniority into their newly assigned area of responsibility.
- D. The Employer shall publish a College and divisional seniority list at least thirty (30) days prior to the first day of classes for the Spring Semester and thirty (30) days prior to the first day of classes in subsequent semesters. Copies of seniority

- lists shall be forwarded to the Federation on the same day seniority lists are published.
- E. Administrators employed by the College who are absorbed or merged into a department shall not be permitted to assume teaching assignments which result in the layoff or reduction in hours of FULL-TIME employment of any member of the Bargaining Unit.
 - F. Any full-time Bargaining Unit member who resigns or retires from the College shall be afforded fifteen (15) contact hours of part-time seniority for each year of full-time service with the College.

ARTICLE XXXII

MERGER AND ABSORPTION

- A. In the event Wayne County Community College District should merge with or absorb the operation of any other educational institution, no Faculty member employed by the College prior to the implementation date of said merger and/or absorption shall be laid off as a consequence of said merger or absorption. Any new Faculty member added to the instructional staff of the College as a result of said merger and/or absorption shall be credited with no more College or divisional seniority than they could have acquired as a member of the Wayne County Community College District Faculty.
1. Faculty pay shall be as outlined in Article XXVIII, Section A.1.
 2. The two year probationary period shall be waived and all employees hired under the conditions cited above shall be granted a continuing contract.

ARTICLE XXXIII

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Federation, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement, except where modified by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXXIV

FACULTY RESPONSIBILITIES

- A. Each Faculty member shall keep well informed with particular attention to the latest developments in his subject area and teaching technology. Each Faculty member shall teach his assigned courses and develop course content and appropriate instructional materials for the courses he teaches. Each Faculty member shall prepare a plan of work which outlines the implementation of the course syllabus for each course taught which shall include when applicable course objectives, field trips, audio-visual materials, supplemental readings, and the method used for grade determination. Each plan of work as noted above shall be filed with the Faculty member's appropriate Academic Administrator for review no later than two weeks before the beginning of classes. Faculty members may submit, subject to the approval of the appropriate Academic Administrator, amendments to the course syllabus.
- B. Vocational Education Faculty members shall acquire and/or prepare and use performance objectives at or above minimum standards designated by the Michigan State Department of Education. Vocational Education Faculty members shall be expected to serve as resource persons to their respective advisory committee(s).
- C. Faculty members shall participate in their respective department, discipline, campus and College Faculty meetings provided these meetings do not conflict with their scheduled assignments. To assure adequate planning and preparation for such departmental meetings they shall be announced consistent with Article XVIII, Section C.
- D. Full-time Faculty members shall maintain and post designated student conference hours at the Faculty member's assigned campus per Article XVIII, Section B, entitled "Faculty Load". A copy of the posting shall also be filed with the Campus Academic Administrator not later than the end of the first week of classes each semester.
- E. Each full-time instructor shall be assigned seventy five (75) active students for academic assisting activities from among students admitted to an instructional program within the Faculty member's academic cluster.
 - 1. Academic assisting clusters are listed in Appendix F of this Agreement.
 - 2. All students assigned to an instructor for assistance purposes shall be notified of the Faculty advisor's name, office location and posted conference hours by the College. In addition, each student so assigned

shall be scheduled for any assisting session only during the full-time instructor's posted conference hours.

3. Full-time instructors in cluster groups, I, II, III, and IV shall be responsible for reviewing each student's approved plan of work, progress toward program completion, suggestions for alternative course work when necessary and review of and assistance with the completion of registration forms.
 4. Full-time instructors in groups V and VI shall be responsible for providing study assistance to students referred by the appropriate Student Services Administrator and for review of and assistance with completion of registration forms.
 5. Each Faculty member shall be responsible for maintaining an ongoing familiarity with services provided by the Student Services Division. Faculty members shall make referrals to departments such as Counseling, Financial Aid, Student Activities and Student Records when appropriate.
- F. To assure adequate representation on all committees and pursuant to procedures outlined in Article XXII, Faculty members shall serve as members of the following committee(s): Standing Committee, North Central Committees, Ad Hoc Committees, Advisory Committees, and Student Review. The Federation shall assure adequate Faculty representation on the above committees. Failure by the Federation to comply within fifteen (15) days of the request for Faculty representation by the administration shall result in appointment by the appropriate Academic Administrator. No Faculty member shall be obligated to serve on more than one committee each semester.
- G. Each Faculty member is encouraged to volunteer his services as a speaker or to serve as a resource person for the College.
- H. Each Faculty member is responsible for communication to their appropriate administrator the instructional need(s) of the individual class to assure the proper quality of instruction and smooth operation of the discipline within the College. In addition to the above each Faculty member shall fulfill such responsibilities as filing accurate grade reports, book orders, and equipment orders with the appropriate administrator.
- I. Each Faculty member shall requisition, set up, and operate audio-visual equipment necessary for class instruction.
- J. Full-time Faculty members shall be assigned and required to attend graduation exercises. In order to implement this provision the Federation shall submit a written list of not less than sixty (60) full-time Faculty members who shall attend graduation exercises. This list shall be submitted to the Director of Human

Resources not later than March 1st of each year. Full-time Faculty shall be assigned to participate in graduation exercises from the Federation list submitted in conformity with this provision.

- K. Full-time Faculty members shall not teach more than nine (9) contact hours in any one day except for very unusual situations and then only by mutual agreement and subject to the written approval of the appropriate Divisional Head.
- L. For each class meeting, Faculty members shall maintain accurate class records, record attendance of students, and maintain the records of attendance on forms provided by the Employer.
- M. Each full-time and part-time Faculty member shall remit a signed Faculty contract to the Human Resources Office no later than fourteen (14) calendar days after the receipt of said contract.
- N. Each Faculty member is encouraged to attend a professional meeting or conference in his area of expertise each year. Sufficient documentation and a summary report will be placed in each Faculty member's personnel file. Each full-time Faculty member shall annually (beginning January 1, 2004) receive a maximum of one thousand five hundred (\$1,500.00) dollars and each part-time Faculty member with one hundred (100) or more contact hours shall annually receive a maximum of five hundred (\$500.00) dollars (beginning January 1, 2004) to be used for continuing education activities, professional memberships related to his/her disciplines, attendance at professional conferences in his/her area of expertise, professional publications and other related professional development expenses. Full-time Faculty shall apply in a timely fashion to the Vice Chancellor Instructional Accountability or successor title for approval. The Vice Chancellor shall respond to these requests in a timely manner that permits the Faculty member to register and attend or meet other deadlines.
- O. Full-time Faculty members shall participate in the development, revision, and writing or rewriting of a course syllabus for each course offering in their respective cluster area as listed in Appendix F.
- P. Failure of part-time Faculty to submit their grades by the deadline specified in Appendix A shall result in removal from the seniority list. Failure of full-time Faculty to submit their grades by the deadline specified in Appendix A shall result in a suspension of the right to select overload assignments for two (2) academic semesters.

Further, a full-time Faculty member who fails to submit his/her grades by the deadline specified in Appendix A, shall not receive his/her final paycheck until the grades are submitted. If a Faculty member fails to turn grades in on time in the succeeding semester, in addition to losing the right to select overload classes and having his/her paycheck held, he/she shall be restricted to teaching four (4)

classes at a one fifth (1/5th) reduction in pay. For all subsequent semesters in which the Faculty member fails to submit grades in a timely fashion he/she will be subject to the same penalties and additional sanctions as may be appropriate.

- Q. Full-time Faculty will be paid at their overload rate for a minimum of sixteen (16) hours of Academic Advising per year, to be worked during registration on a voluntary basis and senior part-timers (with more than one hundred (100) contact hours) will be used in academic advising at the discretion of the College.

ARTICLE XXXV

PROFESSIONAL DEVELOPMENT

A. Committee to be Designated

There shall be established a professional development committee (“PDC”) comprised of three (3) members designated by the Vice Chancellor Instructional Accountability or successor title (“VCIA”) or his/her designee, on behalf of the College, and three (3) members designated by the President of the Union or his/her designee, on behalf of the Federation. A majority of the members of the committee shall have the power to act consistent with the authority established in the subsection B and C of this Article, provided that all members of the committee shall have the opportunity to vote on all action to be taken by the PDC. The PDC shall have the authority to formulate and implement other procedural rules enabling it to conduct its business in an equitable and orderly fashion. All persons serving on the PDC must be full-time employees of the College and committed to carrying out the charge of raising the educational standards of the College.

B. Tuition Reimbursement

The College agrees to establish a tuition reimbursement program for full-time Faculty members wishing to obtain a master’s degree in a discipline designated by the PDC as important to serving the needs of the College’s student population. The program will be funded by the College in an amount up to thirty thousand (\$30,000.00) dollars annually to be disbursed to eligible Faculty members until said amount is fully exhausted. There should be no carry over to the next year of funds remaining at the end of the preceding year. The specific terms of the program will be as follows:

1. The College will reimburse two thirds (2/3) of the cost of tuition at Wayne State University for all hours and courses taken by an eligible member leading to a master’s degree bestowed by any accredited private or public College or university;
2. The College will only reimburse tuition for courses leading to a degree designated and viewed by the PDC as important in serving student needs and enhancing the College’s competitiveness;
3. In order to be reimbursed for tuition, each eligible Faculty member must submit for prior approval a request form to the Human Resources Office no later than ninety (90) days before the start of the Wayne County Community College

District semester. The office of the VCIA will notify the Faculty member of his/her decision to approve or disapprove of said request thirty (30) days before the beginning of a Wayne County Community College District semester. To be approved the course for which reimbursement to tuition is requested must fall within a list of designated disciplines posted and revised by the PDC;

4. The decision to approve or disapprove a request is left to the sole discretion of the PDC, provided that all decisions and designation of the PDC will be forwarded to the VCIA who will have the authority to implement or reject (by written explanation) such decision or designation;
5. In order for tuition to be reimbursable for a particular course, the eligible member must complete the course with a grade of B or better, but may receive one grade of C in a reimbursable course. There will be no tuition payment for repeated courses;
6. The Federation and the College recognize a commitment of Faculty members to teach two (2) years after obtaining a master's degree through the use of this tuition reimbursement program;
7. All submissions of evidence of payment and satisfactory completion of a class must be made within thirty (30) calendar days after the eligible member receives his/her grades for a class leading to a degree in a designated discipline. All reimbursements for tuition shall be made by the College to the eligible member within thirty (30) days after submission of such evidence.

C. Enhancement of Credentials

The PDC, with the approval of the VCIA, shall have the right to require a full-time Faculty member to upgrade his/her academic credentials. This may include obtaining a master's degree in his/her subject area by the end of the current contract. In these instances, the College will pay seventy five (75%) percent of relevant tuition equivalent to the cost at Wayne State University, which will not be subject to the thirty thousand (\$30,000.00) dollars annual limitation set forth in paragraph B(1) above. A Faculty member failing to obtain the prescribed degree by the end of this contract will not be allowed to select classes in such discipline.

D. Professional Development/Teaching Skills

The College will endeavor to convene professional development days on two (2) dates agreed upon by the parties during each year of the contract, one (1) date in the Fall semester and one (1) date in the Spring. Full-time Faculty members in attendance will be compensated at their hourly overload rate of pay to a maximum

of Six (6) hours of pay per day. Professional development days will be primarily devoted to enhancement of teaching skills, though training or other related topics may be substituted at the College's discretion. Professional development days will consist of six (6) hours of training in workshops or lectures, running from approximately 9:00 a.m. to 12:00 noon and 1:30 p.m. to 4:30 p.m. in the afternoon. Faculty members will be required to sign in and out either manually or electronically. The College will provide lunch for the attendees. In consultation with the Federation, the College will have the discretion to hold Professional Development days by discipline groupings on the same terms set forth in this paragraph. Part-timers will be permitted to participate on a pro rata basis at evening sessions convened for the exclusive attendance of part-timers. Part-time Faculty Members shall be compensated at the rate of thirty-three dollars (\$33.00) per hour for attendance at Professional Development Days.

E. Undergraduate Degree

All full-time vocational and technical Faculty members must obtain an associates degree by December 31, 1999. Such Faculty members may obtain an associates degree at the College.

F. Practical Experience

The College will endeavor to establish a program which will allow Faculty members to obtain practical experience through assignments with entities whose activities are related to the Faculty members' respective subject areas. Where such assignments are made, the College agrees to allow Faculty members to be released and arrange for substitutes, where necessary. Faculty members may not be compensated by both the College and entity.

G. Early Retirement Program

The College and the union will agree to the terms of an early retirement program which, among other things, will allow ten (10) full-time Faculty members to retire on the same terms and subject to the same restrictions as in the previous early retirement program. The window for selection will be the same as it was in the previous program. Those electing to retire under the program will be placed at the end of the class selection list. At the discretion of the College ten (10) additional Faculty members may be allowed to retire in subsequent years of the contract.

ARTICLE XXXVI

DISTANCE EDUCATION

A. Definition

Distance Education shall refer to any instruction predominantly transmitted and/or delivered to a student(s) at a remote site by means such as, but not limited to, electronic communication, telecommunication, compressed video, computer, satellite, video/audio tape or CD, online technology, printed materials, or any combination thereof. It shall also refer to any instruction delivered from a remote site to the District by such means.

B. Course/Program Integrity

1. A distance education course delivered by the District, delivered under its auspices, or received by the District, shall be subject to initial approval, review and re-approval of the Dean of Distance Education and appropriate Academic Administrators in the departments traditionally responsible for instruction of the subject matter and/or content of the distance education offering. In those situations where a mutually satisfactory decision cannot be made, the Administrator of Distance Education, the campus assistant deans, or Faculty members may seek the approval of the Vice Chancellor Instructional Accountability or successor title who shall have the final authority to resolve disagreements by approving or withholding approval of distance education curriculum.
2. The District agrees that distance education shall not be offered or received by the District so as to cause the layoff of Bargaining Unit members. If a Faculty member has refused to teach a distance learning class or be trained in distance learning; another Faculty member, qualified to teach the class, will be asked.
3. An instructor shall not be required to teach a course by means of distance education. Instructors desiring to teach a distance education course shall be afforded the opportunity to do so based upon the course assignment policies of the instructor's division/department and relevant provisions of the Collective Bargaining Agreement, provided that the instructor satisfactorily completes the required training or has demonstrated to the Dean of Distance Learning, prior to class selection, proficiency in the specific delivery system(s) (E-learning, Telecourse, ITV, Internet) in which the instructor desires to teach. While not required, training in distance education delivery system technology is strongly recommended to all full-time and part-time Faculty members.

4. The District shall, throughout the development and delivery of a distance education course, provide the institutional and technological support services, support systems, support personnel and instructor training in the relevant technology(ies), as determined necessary by the Administrator of Distance Education, the appropriate Academic Administrator (CADI) and the Faculty members in the division/departmental offering the course. Where the Administrator of Distance Education, the appropriate Academic Administrator (CADI) or the Faculty members involved disagree, the Vice Chancellor Instructional Accountability or successor title shall have the final authority to determine how and to what extent the District will comply with the requirements of this section.
5. An instructor who is the first Faculty member to be approved to develop a particular distance education course shall be allowed three (3) hours of release time to develop such course and shall have priority to teaching the course that he/she develops for a period of four (4) consecutive Fall and Spring semesters immediately subsequent to its development, up to the limits of the instructor's contractual teaching load and the contractual limits relative to extra-contractual teaching. An instructor who is not the first to develop a distance education course shall receive no release time or extra compensation for developing such course.
6. Evaluation of instruction in a distance education course shall be in accordance with Article XX of the Collective Bargaining Agreement.
7. A distance education course offered by the District and the materials developed to meet the requirements for District approval of a course (course description, goals objectives, and syllabus) are considered the property of the District. Any materials developed to teach, support and/or deliver distance education instruction by an instructor shall be the property of the District, whenever the instructor has received release time.

C. Compensation

1. An instructor preparing a distance education course shall not be remunerated beyond his/her normal compensation.
2. The number of weekly instructor-student contact hours of any distance education course shall be used to determine its portion of an instructor's contractual teaching load or in calculating extra-contractual compensation, provided the number of weekly instructor-student contact hours for the distance education course does not vary from that of the course as taught in a traditional delivery mode.

3. Instructors who choose to teach distance-learning courses can use the District's available technical resources for support and/or administration. If a Faculty chooses to teach a distance learning course from his/her home or elsewhere, he/she will be responsible for any necessary computer hardware and required distance-learning connections (internet or otherwise). The District will provide to the instructor any required software that is necessary to teach the course, directly or indirectly.

D. Class Size

The class size for any distance education course which is offered at the District shall be that class size established for the course as taught at the District in a traditional delivery mode, pursuant to Article XVII(A) of the Collective Bargaining Agreement, with the following exceptions:

- a. In the case of interactive TV courses the class size shall not exceed twenty four (24) students per site. The total class size will remain the same as established for that class under Article XVII(A):
- b. The class size for any on-line course shall not exceed twenty five (25) students for the term of this contract; and
- c. The class size for any distance education course in a mode not currently or previously taught at the District, shall be subject to negotiation and agreement with the union, prior to its offering.

E. Pilot Mentoring Program

The District will establish a Pilot Mentoring Project for the two semesters following the ratification for the Collective Bargaining Agreement. Under such program, the District shall allow two (2) full-time instructors with expertise in distance learning three (3) hours each of release time for the purpose of mentoring Faculty members who have chosen to participate in and teach classes using distance learning technologies. It is contemplated that the pilot project will involve, among other things, meeting with designated Faculty members and being generally available to assist them in designing, instituting and managing distance learning courses. As part of the pilot project each of the mentors will be required to make a presentation for all interested Faculty in each semester of its operation. At the end of the two (2) semesters the College and the Federation will discuss the potential continuation of the project.

- F. Full-time distance learning faculty will be required to schedule a minimum of two (2) days per week at an instructional center during any summer semester.

- G. Full-time faculty who have taught an entire base load in distance learning courses during any spring or fall semester up to and including spring 2007 will be allowed to select all her/his courses in the distance learning modality through the fall 2009 semester. However, no more than ten (10) full-time faculty members per semester may teach an entire load in the distance learning modality. The parties will meet to identify these full-time faculty members.

APPENDIX A

Wayne County Community College District

Academic Calendar

General Provisions:

1. These calendars are conditioned by the state funding requirements for full semester funding and are subject to renegotiation if the funding requirements change with the agreed object of renegotiation being to develop a calendar which will result in full semester funding.
2. In each Fall Semester the appropriate Academic Administrator for the Campus will approve, by his signature, make up plans, which are to be submitted by each Faculty member whose class(es) would otherwise normally meet on the days that are missed due to holidays or Organization Days.
3. Faculty members whose classes meet for the last session on Saturday or Sunday may submit grades for those classes not later than the calendar Monday next following their last day of class or on the All Grades Due Date, whichever is later.

**APPENDIX A
Academic Calendar
2007-2009**

This contract was prepared after the end of the 2009 academic year. Accordingly, the calendars are not included, but can be found in their executed form in the possession of the parties.

APPENDIX B

Pay Dates

Full-time

Beginning September 1st and ending June 30th of each contract year, pay dates for full-time Faculty shall be the 15th and 30th of each month.

Part-time

1. In each Fall Semester, pay dates for part-time Faculty shall be the last day of each month during the semester.
2. In each Spring Semester, the first pay date for part-time Faculty shall be the 15th of February or the regular work day closest to the 15th of February in each contract year. Subsequent pay dates shall be the last day of each month during the semester.
3. In each Summer Semester, the first day for part-time Faculty shall be the 15th of June or the regular work day closest to the 15th of June in each contract year. Subsequent pay dates shall be the last day of each month during the semester.
4. The last pay due part-time Faculty in any semester shall be collectible immediately after the instructor shall have properly submitted his grades to the College, consistent with the provisions contained in Appendix A.

General

If the pay date falls on a weekend or a holiday then the pay date shall be the regularly scheduled work day preceding the weekend or holiday.

Overload payments for any semester shall be paid on the 30th of each month.

APPENDIX C

American Federation of Teachers AFT Local 2000

FORMAL GRIEVANCE
Number: _____

Employee's Name _____ SS#: _____

Employee's
Position: _____ Date: _____

Provision of Master Agreement Allegedly Violated:

	Violation 1	Violation 2	Violation 3	Violation 4	Violation 5
Article					
Section					
Sub-Section					
Page					
Date					

FACTS LEADING TO GRIEVANCE:

FORMAL GRIEVANCE

Number: _____

Page 2

II. ACTION TAKEN PURSUANT TO PRE-GRIEVANCE PROCEDURE:

Met With Appropriate Administrator - Not Resolved

Met With Appropriate Administrator - Resolved

Unable to Meet With Supervisor

Other (Explain)

III. GRIEVANCE:

IV. RELIEF DEMANDED:

V. DISPOSITION:

Presented By: _____ Date: _____

AFT Grievance Chairperson

Received By: _____ Date: _____

Labor Relations

APPENDIX D

Faculty Organization Day

1. There shall be a Faculty Organization Day in both the Fall and Spring Semesters (calendar) of each academic year.
2. The day shall be divided into two (2) complete sessions: Day session (9:00 a.m. – 4:00 p.m.) and Night sessions (6:00 p.m. – 10:00 p.m.).
3. The agenda for each Faculty Organization Day shall be established by a standing committee formed in compliance with Article XXII subject to final approval by the Vice President for Educational Affairs. Such agenda shall be prominently posted at least two (2) weeks prior to the scheduled date.
4. Failure of any part-time instructor to attend a session of a Faculty Organization Day without reasonable cause shall result in the placement of the part-time instructor's name at the bottom of the seniority list of part-time instructors in alphabetical order for the subsequent semester for the purposes of assignments.
5. Failure of any full-time instructor to attend a session of Faculty Organization Day without reasonable cause shall result in loss of pay equal to one fifth (1/5th) of one week's pay.

APPENDIX E

Semester Hour Equivalents

- A. The following educational obtainment shall be deemed equivalent to one (1) semester hour:
1. Each College or university semester credit hour.
 2. Each one and one half (1½) College or university quarter credit hours.
 3. Each technical institute credit, military school credit, or vocational school credit, provided that the credit is obtained after not less than sixteen (16) clock hours of classroom type instruction for each credit obtained.
 4. Each documented sixteen (16) clock hours of business and/or industry sponsored classroom type training program.
 5. Each documented one hundred twenty eight (128) clock hours of formalized on the job training provided the Employer providing the training indicates a commercially satisfactory acquisition of job skills.
- B. Only related semester hour equivalents shall be considered for purposes of initial salary schedule placement or for salary schedule advancements.
- C. Documented educational obtainment other than those listed in Section A. may be accepted as semester hour equivalents at the sole discretion of the Employer after review of the content and duration of the educational obtainment.
- D. On the job training semester hour equivalents credits obtained outside the College may be used for either initial salary schedule placement or for salary schedule advancements but not both.

APPENDIX F

Student Assisting Clusters

- I. VOCATIONAL TECHNICAL EDUCATION
 - Architectural Construction Technology
 - Auto Body Repair
 - Automotive Service Technology
 - Aviation Mechanics
 - Electronics
 - Environmental Health and Safety Technology
 - Facility Maintenance
 - Heating/Ventilation/Air Conditioning
 - Industrial Computer Graphics
 - Interior Design
 - Lawn & Ornamental Plant Maintenance
 - Machine Tool/Numerical Control
 - Manufacturing Technology
 - Radio/TV Technology
 - Small Engine Repair
 - Telecommunications
 - Veterinary Technology
 - Welding

- II. BUSINESS STUDIES
 - Accounting
 - Business Administration
 - Business Information Technology
 - Business Law
 - Computer Information Technology
 - Food Service System Management
 - Management
 - Marketing
 - Paralegal Technology

- III. HUMAN SERVICES
 - Child Care Technology
 - Corrections
 - Fire Protection
 - Gerontology
 - Law Enforcement Administration
 - Mental Health
 - Pre-Social Work
 - Registered Social Worker
 - Substance Abuse Counseling

- IV. HEALTH OCCUPATIONS
 - Dental Assisting
 - Dental Laboratory Technology
 - Dental Hygiene
 - Dietetic Technology
 - Emergency Medical Technology
 - Emergency Room/Multiskilled Healthcare
 - Nursing
 - Occupational Therapy Assisting
 - Pharmacy Assistant
 - Respiratory Care
 - Surgical Technology

- V. INTERDISCIPLINARY STUDIES
 - African-American Studies
 - Agriscience
 - Muslim World Studies
 - Open Studies
 - Women's Studies

- VI. ARTS AND SCIENCES/LIBERAL ARTS TRANSFER
 - English
 - Environmental and Natural Resources
 - Fine and Performing Arts
 - Foreign Languages
 - History
 - Humanities
 - Labor Studies
 - Mathematics
 - Natural Sciences
 - Physical Sciences
 - Pre-Physician Assistant
 - Pre-Engineering
 - Pre-Service Teacher
 - Social and Behavioral Sciences
 - Speech

APPENDIX G

Part-Time Faculty Discipline Seniority Chart

1. Open Studies Mathematics (O.S. MAT)
2. Open Studies Psychology (O.S. PSY)
3. Court and Conference Reporting (CCR)
4. Secretarial Science (SEC)
5. Speech (SPH)
6. Astronomy (AST)
7. Geography/Geology (GEG/GEL)
8. Arabic (ARA)
9. English as a Second Language (ENG)
10. French (FRE)
11. Muslim World Studies (MWS)
12. Spanish (SPA)
13. Psychology (PSY)
14. Computer and Data Processing (CDP)
15. Art (ART)
16. Dance (DAN)
17. Music (MUS)
18. Accounting (ACC)
19. Banking and Finance (BAF)
20. Open Studies English (O.S. ENG)
21. Reading (O.S. ENG-READING)
22. African-American Studies (AAS)
23. Humanities (HUM)
24. Economics (ECO)
25. Political Science (PS)
26. Allied Health/Human Services (ALH/HUS)
27. Child Care Technology (CCT)
28. Mental Health/Substance Abuse (MEH/SAC)
29. Interior Design (ID)
30. Recreation Leadership (RL)
31. Real Estate (RLE)
32. Anthropology (ANT)
33. History (HIS)
34. Social Science/Sociology (SSC/SOC)
35. Business/Business Law/Management/Marketing (BUS/BL/MGT/MKT)
36. Auto Body Repair (ABR)
37. Architectural Construction Technology (ACT)
38. Automotive Services Technology (AUT)
39. Diesel Engine Mechanics (DEM)
40. Drafting (DRT)
41. Metallurgical Technology (MET)
42. Machine Tool Technology/Numerical Control (MHT/NC)

43. Welding (WLT)
44. Biology (BIO)
45. Chemistry (CHM)
46. Physical Science/Physics (PSC/PHY)
47. English (ENG)
48. Mathematics (MAT)
49. Aviation Mechanics (AFM/APM/PPM)
50. Building Operations Management (BOM)
51. Career Education (CRE)
52. Corrections/Criminal Justice/Law Enforcement (COR/CJS/LEA)
53. Culinary Arts (CA)
54. Dental (DA/DEN/DLT)
55. Dietary Technology (DT)
56. Electrical/Electronics (CT/EE/EPT/ET)
57. Gerontology (GER)
58. Health Careers/Nursing (HEA/HEC/XNR/NUR)
59. Heating/Ventilation and Air Conditioning (HVAC)
60. Labor Studies (LS)
61. Medical Laboratory Technician (MLT)
62. Medical Records Technician (MRT)
63. Occupational Therapy (OTA)
64. Women's Studies (WS)
65. Hospitality Management (HMT)
66. Waste Water Treatment (WWT)
67. Health Careers (HEA/HEC)
68. Photography (PHO)
69. Robotics (ROB)
70. Commercial Vehicle Maintenance (CVM)
71. Dental Hygiene (DHY)
72. Philosophy (PHL)
73. Other Disciplines

APPENDIX I

Instructional Load
and
Seniority Credit Chart

LIBERAL ARTS

Discipline	Fall	Spring	Summer
English Composition }	Load: <u>15 cnt. hrs.</u>	<u>12cnt. hrs.</u>	<u>0</u>
Speech }	Seniority: <u>.5</u>	<u>.5</u>	<u>0</u>
Nursing 101 & 102 }			

All others:

Load:	<u>18 cnt. hrs.</u>	<u>18 cnt. hrs.</u>	<u>0</u>
Seniority:	<u>.5</u>	<u>.5</u>	<u>0</u>

VOCATIONAL TECHNICAL

Discipline	Load:	<u>15 cnt. hrs.</u>	<u>12 cnt. hrs.</u>	<u>0</u>
	Seniority:	<u>.5</u>	<u>.5</u>	<u>0</u>

Wayne County Community College District

MEMORANDUM OF UNDERSTANDING #1

1992

This Memorandum of Understanding executed by and between the Wayne County Community College District Board of Trustees (hereinafter referred to as the "Board"), and Wayne County Community College District Federation of Teachers (hereinafter referred to as the "Federation"), whereas the above mentioned parties agree as follows:

Counselor(s) may be assigned in each semester as part of their regular work load up to three (3) contact hours of classroom instruction for College Orientation and/or Career Education type courses.

WAYNE COUNTY COMMUNITY COLLEGE
DISTRICT FEDERATION OF TEACHERS

ON BEHALF OF THE WAYNE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

James W. Jackson
President

Dr. Curtis L. Ivery
Chancellor

Dated: _____

Dated: _____

Beatrice Talpos
Chief Negotiator

James C. Zeman
Chief Negotiator

Dated: _____

Dated: _____

Wayne County Community College District

MEMORANDUM OF UNDERSTANDING #2

1995

This Memorandum of Understanding executed by and between the Wayne County Community College District Board of Trustees (hereinafter referred to as the "Board"), and Wayne County Community College District Federation of Teachers (hereinafter referred to as the "Federation"), whereas the above mentioned parties agree as follows:

1. All part-time Faculty must have a Master's Degree or a higher Degree in the discipline being taught, or a related area, as determined by the Vice Chancellor for Instructional Accountability of Successor Title and the Director of Human Resources/Labor Relations.
2. Part-time Faculty members who do not meet the requirements of Section 1 above shall be removed from the seniority list.
3. Part-time vocational studies Faculty shall be excluded from the operation of the provisions of this memorandum.
4. Individual waivers to the requirements of this memorandum may be obtained only upon the written approval of the Chancellor of the College.

WAYNE COUNTY COMMUNITY COLLEGE
DISTRICT FEDERATION OF TEACHERS

ON BEHALF OF THE WAYNE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

James W. Jackson
President

Dr. Curtis L. Ivery
Chancellor

Dated: _____

Dated: _____

Beatrice Talpos
Chief Negotiator

James C. Zeman
Chief Negotiator

Dated: _____

Dated: _____

Wayne County Community College District

MEMORANDUM OF UNDERSTANDING #3
1992

This Memorandum of Understanding executed by and between the Wayne County Community College District Board of Trustees (hereinafter referred to as the "Board"), and Wayne County Community College District Federation of Teachers (hereinafter referred to as the "Federation"), whereas the above mentioned parties agree as follows:

1. It is agreed that the College will offer for selection by Federation Bargaining Unit Members fifty five (55%) percent of the classes scheduled in its Community Services, Contracted Training and Continuing Education Programs within a calendar year. These classes will be offered for selection in accordance with Article XV - Assignments of the Collective Bargaining Agreement between the College and the Federation. The College shall contact the Department/Division Chairperson and request that he identify Bargaining Unit Members within his Department/Division to teach these classes. If within five (5) working days of the request the Chairperson is unable to identify Bargaining Unit Members to teach these classes, then the College may offer the classes to instructors who are not Bargaining Unit Members. Excluded from this provision are academic extension courses such as those offered at high schools and churches. Faculty assignments for these academic extension courses shall be made in accordance with Article XV - Assignments of the Collective Bargaining (Master) Agreement.
2. It is agreed that for classes offered to, but not selected by, the Federation Bargaining Unit Members and for all other classes scheduled within these Programs, the College reserves the right to select instructors to teach these classes who are not Federation Bargaining Unit Members.
3. It is agreed that for each instructor teaching in the Programs who is not a Federation Bargaining Unit Member, the College will pay to the Federation one half (0.5%) percent of the gross amount paid to the instructor to teach the course. Payment of this fee for instructors teaching in these Programs shall not be retroactive but shall commence with each new assignment given an instructor after the effective date of this Memorandum of Understanding.

4. It is agreed that full-time Federation Bargaining Unit Members who select classes within the Programs as part of their regular contractual load due to the fact that they were unable to select a full contractual load from courses outside of the Programs, shall be compensated for those classes at the salary rate specified in the Collective Bargaining Agreement between the College and the Federation. For all other classes selected by the Federation Bargaining Unit Members within these Programs, the College within its sole discretion shall establish the compensation rate which will be paid to the instructor.
5. This Memorandum of Understanding is an Addendum to the Collective Bargaining (Master) Agreement between the Federation and the College.
6. It is agreed that except as set forth above, the provisions of the Collective Bargaining (Master) Agreement between the College and the Federation shall not be applicable to the College's Community Services, Contracted Training, and Continuing Education Programs, or to the instructors who teach in those programs.

WAYNE COUNTY COMMUNITY COLLEGE
DISTRICT FEDERATION OF TEACHERS

ON BEHALF OF THE WAYNE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

James W. Jackson
President

Dr. Curtis L. Ivery
Chancellor

Dated: _____

Dated: _____

Beatrice Talpos
Chief Negotiator

James C. Zeman
Chief Negotiator

Dated: _____

Dated: _____

Wayne County Community College District

MEMORANDUM OF UNDERSTANDING #4

1999

This Memorandum of Understanding concerning the Business/Information Systems Department, executed by and between the Wayne County Community College District Board of Trustees (hereinafter referred to as the "Board"), and Wayne County Community College District Federation of Teachers (hereinafter referred to as the "Federation"), whereas the above mentioned parties agree as follows:

1. A discipline called "Business Information System" (BIS) will be created.
2. Initially, the following courses will be moved into the discipline:
 - A. OIS 224 and BUS 225 will be moved from OIS and BUS to become BIS 112, Computer Software Applications.
 - B. OIS 107 and BUS 240 will be moved from OIS and BUS to become BIS 140, Business Communications.
 - C. CIS 124 will be moved from CIS to become BIS 123, Spreadsheets.
 - D. OIS 229 will be moved from OIS to become BIS 229, Advanced Computer Software Applications.
 - E. Other courses, as appropriate, may be added to this discipline.
3. The criteria to be qualified under Article XXIII to teach in the BIS discipline shall be any one of the following:
 - A. A master's degree or higher degree in Business, Management or Marketing.
 - B. A master's degree or higher degree in the Computer Information Systems area.
 - C. A master's degree or higher degree in the Office Information Systems area, including, but not limited to business education.

4. Any Faculty member who meets the qualifications in #3 above, and who has been certified to teach a BIS (or its predecessor) course shall be certified to teach said BIS course.
5. A Faculty member who meets the qualifications in #3 above and who has been certified to teach a course listed in #2 above shall be permitted to teach said course for the Spring 2000 semester.
- 6.. For the semester commencing January 2000, Faculty members who have selected classes pursuant to Article XV (2)(d) of the Master Agreement dated January 1, 1995-December 31, 1999, will be given a waiver to teach those classes. After such semester they will no longer be allowed to use this provision to select classes outside of their discipline.
7. No other courses in the Business Information Systems Department will be affected by this Memorandum of Understanding. Subject to other applicable provisions of the Master Agreement, instructors qualified under Article XXIII and previously certified to teach courses in the Business Information Systems Department may continue to teach such courses.
8. Prior to the execution of a new Collective Bargaining Agreement for the period commencing January 1, 2000, the Academic Discipline Administrator and the Faculty certified to teach in a particular discipline in the Business Information Systems Department will collectively determine the criteria for teaching any new classes created in that discipline.

WAYNE COUNTY COMMUNITY COLLEGE
DISTRICT FEDERATION OF TEACHERS

ON BEHALF OF THE WAYNE COUNTY
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BOARD OF TRUSTEES

James W. Jackson
President

Dr. Curtis L. Ivery
Chancellor

Dated: _____

Dated: _____

Beatrice Talpos
Chief Negotiator

James C. Zeman
Chief Negotiator

Dated: _____

Dated: _____

Wayne County Community College District

MEMORANDUM OF UNDERSTANDING #5

2001

This Memorandum of Understanding executed by and between the Wayne County Community College District Board of Trustees (hereinafter referred to as the "Board"), and Wayne County Community College DISTRICT Federation of Teachers (hereinafter referred to as the "Federation"), whereas the above mentioned parties agree as follows:

The College will provide clerical support for part-time Faculty centers for all campus locations by the end of the current contract.

WAYNE COUNTY COMMUNITY COLLEGE
DISTRICT FEDERATION OF TEACHERS

ON BEHALF OF THE WAYNE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

James W. Jackson
President

Dr. Curtis L. Ivery
Chancellor

Dated:_____

Dated:_____

Beatrice Talpos
Chief Negotiator

James C. Zeman
Chief Negotiator

Dated:_____

Dated:_____

Wayne County Community College District

MEMORANDUM OF UNDERSTANDING #6

2001

This Memorandum of Understanding executed by and between the Wayne County Community College District Board of Trustees (hereinafter referred to as the "Board"), and Wayne County Community College District Federation of Teachers (hereinafter referred to as the "Federation"), whereas the above mentioned parties agree as follows:

The College agrees to provide office space for full-time Faculty members by December 31, 2001, eighty (80%) percent of full-time Faculty will have permanent office space at their home base, which may/or may not be shared with one (1) other full-time Faculty member.

By the end of the contract, all full-time Faculty will have office space.

WAYNE COUNTY COMMUNITY COLLEGE
DISTRICT FEDERATION OF TEACHERS

ON BEHALF OF THE WAYNE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

James W. Jackson
President

Dr. Curtis L. Ivery
Chancellor

Dated: _____

Dated: _____

Beatrice Talpos
Chief Negotiator

James C. Zeman
Chief Negotiator

Dated: _____

Dated: _____

Wayne County Community College District

MEMORANDUM OF UNDERSTANDING #7

2001

This Memorandum of Understanding, executed by and between the Wayne County Community College District Board of Trustees (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers (hereinafter referred to as the "Federation"), whereas the above mentioned parties agree as follows:

The College will change the name of "Faculty" to "professor" for all AFT Local 2000 members who are full-time and part-time members with seventy five (75) hours of seniority or more.

WAYNE COUNTY COMMUNITY COLLEGE
DISTRICT FEDERATION OF TEACHERS

ON BEHALF OF THE WAYNE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

James W. Jackson
President

Dr. Curtis L. Ivery
Chancellor

Dated: _____

Dated: _____

Beatrice Talpos
Chief Negotiator

James C. Zeman
Chief Negotiator

Dated: _____

Dated: _____

Wayne County Community College District

MEMORANDUM OF UNDERSTANDING #8

2001

This Memorandum of Understanding executed by and between the Wayne County Community College District Board of Trustees (hereinafter referred to as the "Board"), and Wayne County Community College District Federation of Teachers (hereinafter referred to as the "Federation"), whereas the above mentioned parties agree as follows:

Representatives of the parties will meet and confer within thirty (30) days to continue discussions and update appendices (F) and (G) of the contract. Changes are not intended to have an impact on or disturb the exercise of seniority rights in the class selection process.

WAYNE COUNTY COMMUNITY COLLEGE
DISTRICT FEDERATION OF TEACHERS

ON BEHALF OF THE WAYNE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

James W. Jackson
President

Dr. Curtis L. Ivery
Executive Assistant to the Chancellor

Dated: _____

Dated: _____

Beatrice Talpos
Chief Negotiator

James C. Zeman
Chief Negotiator

Dated: _____

Dated: _____

Wayne County Community College District

MEMORANDUM OF UNDERSTANDING #9

2001

This Memorandum of Understanding executed by and between the Wayne County Community College District Board of Trustees (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers (hereinafter referred to as the "Federation"), whereas the above mentioned parties agree as follows:

For Faculty advising, assessment and curriculum committee work and participation in the integration of teaching technology across the curriculum, full-time Faculty members will be paid on January 31st and July 31st of each year for work performed during the six (6) month period ending in the prior month and the District will standardize the forms used for recording the time spent and processing payments to full-time members in connection with each of these activities.

Contingent upon ratification of the Tentative Agreement dated 11/17/05 (Wage Re-Opener) by WCCCD Board of Trustees.

WAYNE COUNTY COMMUNITY COLLEGE
DISTRICT FEDERATION OF TEACHERS

ON BEHALF OF THE WAYNE COUNTY
COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

James W. Jackson
President

Dr. Curtis L. Ivery
Chancellor

Dated: _____

Dated: _____

Beatrice Talpos
Chief Negotiator

James C. Zeman
Chief Negotiator

Dated: _____

Dated: _____

Wayne County Community College District

MEMORANDUM OF UNDERSTANDING #10

2001

This Memorandum of Understanding, executed by and between the Wayne County Community College District Board of Trustees (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers (hereinafter referred to as the "Federation"), whereas the above mentioned parties agree as follows:

Terminal Leave Incentive Program

Consistent with what is perceived to be in the best interest of the District and the Students, the District will present a Voluntary Early Separation Program to all groups of employees by June 30, 2002. The Union reserves the right to demand bargaining concerning the plan.

WAYNE COUNTY COMMUNITY COLLEGE
FEDERATION OF TEACHERS

ON BEHALF OF THE WAYNE COUNTY
COMMUNITY COLLEGE BOARD OF TRUSTEES

James W. Jackson
President

Dr. Curtis L. Ivery
Chancellor

Dated: _____

Dated: _____

Beatrice Talpos
Chief Negotiator

James C. Zeman
Chief Negotiator

Dated: _____

Dated: _____

Wayne County Community College District

MEMORANDUM OF UNDERSTANDING #11

2007

The Wayne County Community College District (hereinafter referred to as the “Employer”) and the Wayne County Community College Federation of Teachers, AFT Local 2000 (hereinafter referred to as the “Union”) agree as follows:

1. The Employer, in the exercise of its discretion accorded under the terms of Article XVIII(H)(2) of the AFT Master Agreement, hereby approves a limit of up to a maximum of twenty-four (24) contact hours for full-time faculty members for the spring and fall, 2008, spring and fall, 2009 and spring and fall, 2010 semesters only.
2. The Employer, in the exercise of its discretion accorded under the terms of Article XVIII(H)(2) of the AFT Master Agreement, hereby approves a limit of up to a maximum twenty-two and half (22.5) contact hours for full-time faculty members for the summer 2008 semester only.
3. Full-time faculty members may select a maximum of seven (7) classes during any spring or fall semester covered by this MOU. Subject to the twenty-four (24) contact hour limitation contained in paragraph 1 above, full-time faculty members teaching clinicals, labs, practicums, field work and other non-lecture sections may exceed the maximum of seven (7) classes.
4. The approval contained in this MOU to exceed the twenty-two (22) contact hour per semester limit, as set forth in Article XVIII(H)(2) of the AFT Master Agreement, does not cover or extend to probationary or temporary full-time faculty members.
5. This Memorandum of Understanding will expire after the fall, 2010 semester and does not create or confer any rights beyond the end of such semester.

This MOU is only effective upon the ratification by the membership of the AFT and approval by the WCCCD Board of Trustees of the Tentative Agreement dated October 1, 2007.

AFT Local 2000 Master Agreement 2007-2009

On behalf of the Wayne County Community
College District

On behalf of the WCCC Federation
of Teachers, AFT Local 2000

Willie R. Acosta
Executive Assistant to the Chancellor

James Jackson
President-AFT Local 2000

Dated: 10/02/07

Dated: 10/02/07

James C. Zeman
Chief Negotiator

Beatrice Talpos
Chief Negotiator

Dated: 10/02/07

Dated: 10/02/07