

**AGREEMENT**

**between**

**HENRY FORD COMMUNITY COLLEGE**

**and the**

**HENRY FORD COMMUNITY COLLEGE**

**ADJUNCT FACULTY ORGANIZATION**

**AFT LOCAL 337, AFL-CIO**

**July 1, 2009 – June 30, 2011**

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## **PREAMBLE**

This Agreement is entered into on this day of July 1, 2009 by the Board of Trustees of Henry Ford Community College, hereinafter referred to as “the College” and the Adjunct Faculty Organization, AFT Local 337, AFL-CIO, hereinafter referred to as “the Union,” for the period beginning July 1, 2009 ending June 30, 2011.

The purpose of the Agreement is to establish the terms and conditions of employment for the Employees covered. It is the intent and purpose of the parties that this Agreement provides for harmonious and constructive employment relations between the College and valued Employees. The parties recognize that good faith collective bargaining is a means of achieving this purpose and that such collaboration will contribute to the instructional interests of Henry Ford Community College.

It is expressly understood and agreed by the parties that this Preamble does not establish any rights for any party, is not subject to the grievance or arbitration procedures of the Agreement, and may not be relied on in support of a grievance or other action.

## **Article I RECOGNITION**

The College recognizes the Union as the sole collective bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the bargaining unit defined below:

### **A. Included Employees:**

1. All Henry Ford Community College non-casual part-time instructional staff teaching credit-awarding courses, as well as all non-casual part-time:
  - a. English Language Institute instructional staff;
  - b. Librarians;
  - c. Counselors;
  - d. Learning Lab instructional staff;
  - e. Cooperative Education Specialists;
  - f. Job Placement Officers;

### **B. Excluded Employees:**

1. Instructional and non-instructional full-time faculty and full-time staff;
2. Employees, including but not limited to part-time faculty, who are members of any other collective bargaining unit at the College;

3. Part-time instructional staff not referenced in the inclusion language above who are providing non-credit instruction or teaching non-credit courses;
4. Instructional staff employed through Corporate Training or M-TEC to provide non-credit training or professional development;
5. Supervisory, administrative, support, and paraprofessional employees;
6. Laboratory and other technicians;
7. Learning Lab technicians and other non-instructional staff assigned to the Learning Lab;
8. Assisted Learning Services interpreters, tutors, consultants, and Program Coordinators;
9. Clerical, maintenance, custodial, security, and substitute employees;
10. Casual employees defined as:
  - a. Guest instructors with tenure or tenure-track status at another institution of higher education, or on leave/release assignment from a regular position with another employer, teaching credit-awarding courses or supplementing such courses on a temporary basis of up to one year;
  - b. Part-time instructors funded by non-ongoing grants of up to two years duration which are primarily dedicated to the development of curriculum and/or improvement of pedagogy;
  - c. Counselors, Librarians, Cooperative Education Specialists, and Job Placement Officers whose occasional service is no more than twenty work days in a fall or winter semester and no more than ten work days in a spring or summer term; and
11. All other employees.

## **Article II UNION SECURITY**

### **A. Introduction**

As a condition of employment, each Employee shall tender to the Union either periodic and uniformly required union dues or agency fees as certified by the Union. Prior to the deduction or payment of any dues or fees, the Union will inform all bargaining unit members of their legal rights and choices regarding union membership and the payment of dues or fees.

### **B. Deductions**

1. During the term of this Agreement, the College agrees to deduct regular union dues on a monthly basis from the salary of each Employee who authorizes such deduction in writing in accordance with a standard form that is mutually developed by the Union and the College.

2. Employees who do not authorize a deduction for union dues shall pay an agency fee to the Union. During the term of this Agreement, the College agrees to deduct an agency fee on a monthly basis from Employees who have not signed a written authorization for the deduction of union dues. The amount of this fee shall not exceed the amount of dues assessed, and shall be determined by the Union in accordance with the requirements as to which expenses may permissibly be included in an agency fee, for services related to the negotiation and administration of the contract.
3. In the absence of an Employee's expression of preference through the means established above, the Employee's status will default to that of an agency-fee payer. Before any deduction for agency fees is made, the Union must notify the College, in writing, of the names of each individual from whom such deduction is to be made, who has not authorized the deduction of union dues, along with the amount of the monthly deduction to be made. Each Employee from whom such an agency fee deduction is to be made shall be provided with written notification from the Union that the deduction will be made, and the amount of the deduction, and that written notification shall be provided to the College as a precondition of the deduction.
4. An Employee who does not tender either union dues or an agency fee in accordance with this Article shall be terminated. The effective date for termination of employment of any Employee who fails to tender either union dues or an agency fee shall be the end of the semester in which the Employee's failure to tender such dues or fees occurs.
5. No Employee shall be terminated pursuant to this Article unless:
  - a. The Union has first notified the Employee in writing, explaining that the Employee is delinquent in not tendering either union dues or an agency fee and specifying the current amount of such delinquency and notifying the Employee that unless such dues or agency fees are tendered the Employee shall be reported to the College for termination as provided in this Article, and;
  - b. The Union has furnished the Human Resources Director with a copy of the letter sent to the Employee [as set forth in 5.i above] along with written notice that the Employee has not complied with the Union's request and remains delinquent. When requesting the College to terminate the Employee, the Union shall further specify the following by written notice:

“The Union certifies that [name of Employee] has failed to tender either the required union dues or agency fee required as a condition of continued employment under the collective bargaining agreement and demands that, under the terms of that agreement, the College terminate this Employee.”

Such written notice must be provided to the Human Resources Director not less than 30 calendar days prior to the end of the semester in which termination is requested to become effective.



6. If an Employee appointment letter is provided, it shall include a paragraph indicating that membership in the Union or payment of an agency fee is a condition of employment. Such letters shall include the following statement:

"Adjunct faculty at Henry Ford Community College are represented by the Adjunct Faculty Organization, AFT Local 337, AFL-CIO. Members of the bargaining unit are required either to pay union dues or an 'agency fee' to the Union. (Details of this requirement can be found in Article II of the collective bargaining agreement between Henry Ford Community College and the Union.) Union members (who pay union dues) may participate in the activities of the Union; run for Union office; and vote in Union leadership elections, on contracts, and other matters of Union business. Agency fee payers may not. Please complete the Payroll Deduction Authorization Form for Union Membership or Agency Fee included in the packet you receive."
7. The College will make a good faith effort to include, in its initial hiring packet, the agreed upon form(s) for deducting union dues or agency fees. However, a failure to include such form is not subject to the grievance procedure.
8. Dues and fees deduction authorizations, or automatic agency fee deductions, shall only remain in effect when an Employee is actively employed as a member of the bargaining unit. The Employer shall not be responsible, therefore, for the deduction of regular union dues or agency fees for any period of time when the Employee is not actively employed as or does not have earnings as a member of the bargaining unit.

### **C. Remission and Reporting**

1. The College will furnish to the Union, no later than the fifth work day after the first payroll deduction of each semester, a report listing the names of Employees from whom dues or agency fees have been collected.
2. The College shall furnish the Union, no later than the tenth of each month, a listing of all dues and fees deducted for the previous month from members of the bargaining unit. A remittance of all dues and agency fee deductions, payable to the Union, shall accompany the listing. The amount collected from each pay will be set at a level such that by the final pay period for that semester, the Employee will have paid the full amount for that semester. The College shall not be responsible for collecting funds for more than the current semester.

#### **D. Indemnification**

The Union will, at its own expense, defend (at the College's discretion with an attorney of the College's choosing) and indemnify the College, its officers, Board Members, employees and agents, against any and all claims, demands, lawsuits, or other forms of liability, including any costs and attorney's fees, which may arise out of any act or omission by the College which relates to or which was for the purpose of complying with the provisions of this Article.

### **Article III BOARD-UNION RELATIONS**

- A.** The Board shall make available to the Union, upon its reasonable request and within a reasonable time thereafter, such statistics and financial information related to Henry Ford Community College and in possession of the Board as are necessary for negotiation and implementation of collective bargaining agreements. It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested when not already compiled in that form unless mutually agreeable.
- B.** The Union shall be furnished a copy of the agenda of each regular meeting of the Board with all normal attachments including the minutes of past meetings. The Union shall be entitled to appear on the Board agenda provided that a written notification is submitted to the President's Office on or before the Tuesday prior to a regularly scheduled meeting. Lacking a written notification to appear on the agenda of the Board of Trustees, the Union shall be entitled to speak on issues affecting Henry Ford Community College at the Board of Trustees' meetings at such times during the meeting as are provided in the agenda or at any other time agreeable to the Board.
- C.** Adjunct representation on any committee appointed by the Board and dealing with matters within the jurisdiction of the Bargaining Unit, other than committees formed by agreements between the Faculty and the Administration pursuant to the provisions of the Constitution for the College Organization of Henry Ford Community College, shall be appointed by the Union.
- D.** Upon request, the President of Henry Ford Community College shall meet personally with the President of the HFCC Adjunct Faculty Organization, or vice versa, to discuss matters relating to the implementation of this agreement or to emphasize the significance to the College and/or the Union of any problems that may be under consideration at any level.
- E.** The Union may schedule meetings on campus. Requests for such space shall be made through standard College procedures.

- F.** The Union may contract for College services, duplicating, printing, audio-visual, photographic, and computer and food services and other such services as may be contracted for by other College organizations.
- G.** The Union shall have the right to post notices in every department that has bargaining unit members. The Union shall also have the right to post notices in mutually agreed-to public places on the main campus and satellite campuses.
- H.** The Union shall be afforded reasonable use of college campus mail services.
- I.** Union representatives may use College email and telephones, if available, for Union business.
- J.** Meetings related to contract administration shall be scheduled at mutually agreed upon times.
- K.** Once a semester, within thirty (30) days of the beginning of class, the Employer will provide to the Union, at no cost to the Union, a report of all known current bargaining unit members employed by the College. The report shall include the following data elements in an electronic format (if available): Employee name, ID number, compensation, FTE, appointing department or unit and code (if any), current hire date, personnel date, job begin date, job end date, college email address, home address, and home telephone number, if available. Updates will be provided to the Union throughout the semester as new Employees are hired or entered into the database.

**Article IV**  
**BOARD OF TRUSTEES' RIGHTS**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States and any right not specifically limited by this Agreement.

**Article V**  
**NON-DISCRIMINATION**

- A.** The Union agrees to maintain its eligibility to represent all Employees by continuing to admit persons to membership without discrimination and to represent all Employees equally, regardless of membership in any employee organization.

- B. The Board agrees to continue its policy of not discriminating against any Employee on the basis of race, color, religion, national origin, sex, age, weight, height, marital status, familial status, protected disability, sexual orientation, political affiliation or belief, or membership in or participation in or association with, the activities of any employee organization, or any other status protected by law.
- C. The Union and the Board of Trustees support the Equal Opportunity policy as adopted by the HFCC College Organization.

## **Article VI WORKING CONDITIONS**

### **A. Personnel Records**

An Employee will be permitted to review his or her “personnel records” as permitted by law. The Employee must make such a request in writing to the Director of Human Resources, who will arrange for the review. A representative of the Union may, at the Employee’s request, accompany the Employee while he or she reviews his or her personnel file.

### **B. Textbooks**

Except in courses/sections where texts are mandated, an Employee will have the right to select a text of her/his own choosing subject to the approval of the Associate Dean or designee. In courses/sections in which texts are mandated, Employees may express their thoughts or make suggestions as to the texts to be used. The College or department will make arrangements for Employees to be able to obtain texts when provided free of charge by the publisher. Any instructional materials that the Associate Dean or designee requires to be used in teaching a course or that are required of students taking the course will be made available at no cost to the Employee.

### **C. Office Space and Access**

The College or department will provide a desk or work surface for an Employee as necessary for the fulfillment of the Employee’s work obligations. If an Employee is required to hold office hours, suitable office space will be provided to fulfill this requirement. An Employee’s department or unit shall make arrangements for the Employee’s access to that space and to the building containing it. The Associate Dean or designee will determine the need for space and access in conformity with College resources. The College will continue to review space and access issues, and the feasibility of providing dedicated space to Employees, consistent with its determination of College needs.

#### **D. Supplies/Equipment**

The Associate Dean will determine the need for use and access to supplies and equipment. Supplies and use of duplicating, collating, and other office machinery (e.g., photocopier, computer, etc.) shall be made available without charge to an Employee to the extent required by his/her employment obligations. Network computer access will be made available without charge for purposes directly related to the Employee's employment obligations.

#### **E. Classroom Facilities and Support**

Classrooms will be assigned in the normal manner for the College and classroom support, including technical support will be provided.

#### **F. Mailboxes**

Each department or unit shall make available a convenient receptacle at a designated location for Employees to receive College business correspondence.

#### **G. Library Privileges**

Employees who are teaching in a given semester will be afforded borrowing privileges afforded other teaching faculty. Employees who are laid-off or who are not teaching during a given semester or spring/summer will be given guest borrowing privileges. Employees shall have inter-library loan privileges in accordance with normal library procedures through the circulation desk. They may also request materials needed for their courses be placed on reserve for the term. Employees will need to request these privileges from the circulation desk attendant in accordance with normal library procedures. Employees may submit a request for library acquisitions through the normal procedures in the department and/or College.

### **Article VII TEACHING RESPONSIBILITIES**

**A.** The following is an illustrative list of teaching responsibilities of Employees of the College:

1. Uphold the best scholarly and ethical standards of his or her discipline;
2. Demonstrate respect for students as individuals and adhere to his or her role as an intellectual guide or counselor;
3. Make every reasonable effort to foster honest academic conduct and ensure that his or her evaluations of students reflect each student's performance;

4. Teach his or her assigned class(es) and maintain appropriate records, including grades, in accordance with Board or administrative policy;
5. Pursue teaching excellence;
6. Treat all students with respect and fairness without regard to race, color, religion, national origin, sex, age, weight, height, marital status, familial status, protected disability, sexual orientation, political affiliation or belief or any other status protected by law;
7. Teach course(s) in accordance with the description published in the Catalog and Department Course Outline(s). It is recognized that the methods, procedures, and interpretations of various instructors may differ;
8. Make himself/herself available for student consultations;
9. Meet all scheduled classes and final examinations as scheduled;
10. Maintain attendance records of students and submit required reports to the Registration and Records Office;
11. Be informed of College services and recommend their use to students when advisable;
12. Grade and return written work to students, submit final grades by the scheduled time;
13. Behave appropriately in dealing with students so as to maintain a scholarly atmosphere;
14. Provide and adhere, within reasonable limits, to the written syllabus of the course;
15. Know course matter thoroughly and prepare and present the material conscientiously.

### **Article VIII ACADEMIC FREEDOM**

- A.** When an Employee speaks or writes as a citizen, the Employee shall be free from administrative and institutional censorship and discipline. However, the responsibility for clarifying the communicator's position resides with the Employee, and a statement to the effect that the adjunct speaks as an individual, a citizen, and not on behalf of the institution, must be included in this communication.
- B.** Each Employee is entitled to freedom of discussion within the classroom on all matters which are relevant to the subject under study and within the Employee's area of professional competence. The presence of any communications device during the meeting of a class shall be subject to the Employee's permission or the requirements of legislation providing for the disabled.

**Article IX**  
**CONFLICT OF COMMITMENT**

The College may not seek to limit the employment of its Employees outside of Henry Ford Community College. Employees must, however, carry out their Henry Ford Community College duties at the times and places specified by the College.

**Article X**  
**INTELLECTUAL PROPERTY**

- A.** A course offered by the College and the materials developed to meet the requirements for College approval of a course (course description, goals, objectives, syllabus) are considered the property of the College. It is understood that an Employee's lesson plans and materials generated in support of those lesson plans (such as, but not limited to, an Employee's notes, handouts, audio-visual and computerized presentations, and tests) are the property of the Employee. Employees are encouraged to share such materials in a collegial fashion, but are not obligated to do so.
- B.** Any materials developed to teach, support, and/or deliver Distance Education instruction by an Employee shall remain the property of the Employee, provided the Employee does not receive, in the development of the materials, 1) substantive assistance from College technical support personnel in the course of their employment at the College or 2) compensation from the College for the development of said course/instructional materials. If there is substantive assistance from the College, or, if the Employee is compensated for developing said course materials, beyond the distance education instructional training or normal compensation for teaching an online course, the materials shall become the joint property of the College and the Employee: the College may use the materials in assigning another instructor to teach the course; the Employee may use the materials to teach such a distance education course at another institution.
- C.** Any product of a physical, intellectual, and/or artistic nature, which may be produced in the course of an Employee's service at the College, and any proceeds deriving therefrom, shall remain the property of the Employee, unless the product is produced at the direction of the College and the College dedicates funding to underwrite the development of the product. In such event, the materials shall become the property of the College.
- D.** It is understood that any materials produced in coursework undertaken by an Employee, works of a scholarly nature produced by an Employee, and materials generated by an Employee in support of the Employee's lesson plans are the property of the Employee, regardless of the degree of support provided by the College.

**Article XI**  
**RECRUITMENT**

- A. Henry Ford Community College is a higher educational institution dedicated to teaching and learning of the highest quality. In order to accomplish this goal, the College seeks to employ part-time adjunct teaching faculty who possess a variety of skills, talent, and expertise which best serves our students. In the assessment of part-time adjunct faculty official teaching credentials, the College will consider those attributes and qualifications which serve our students best.
1. All persons considered qualified and available for part-time adjunct teaching faculty assignments shall have their official credentials on file in the Office of Human Resources prior to the start of the semester in which the Employee is assigned to teach. Failure to provide copies of required official credentials shall result in disqualification from further assignment until such time as the proper documentation is received. Further assignment shall not occur until the semester after such documentation is received.
  2. The College and the Union will notify Employees who do not have an official transcript on file with Human Resources. Employees who do not have an official transcript, or copy of their transcript, on file with Human Resources will be compensated at the “less than masters” lane of the salary schedule until the payday after the official transcript is received.

**Article XII**  
**POSTING**

If an Employee is interested in part-time teaching in another division/department, s/he should complete the form provided by the Office of Human Resources to indicate interest and qualifications. The Office of Human Resources will forward the Interest Form to the appropriate division(s)/departments(s). The interested Employee should also attach a copy of her or his resume and academic transcripts to the form.

**Article XIII**  
**ADJUNCT TEACHING STATUS**

- A. Employees shall be employed by the College when the need for such service exists. When such a need exists, the course(s) or function(s) will be assigned by the appropriate administrator as provided herein. Qualifications for persons so employed shall meet minimum competencies, as established by the College, for teaching the course(s) or performing the function for which the need exists.



**B. Probationary Period**

1. The responsible Associate Dean/Director or administrator shall determine whether an applicant/Employee is qualified for the position, discipline and specific course available.
2. An Employee's status shall be probationary until either: 1) the Employee has completed eight (8) semesters teaching at least three (3) credit hours in each semester, or 2) if a non-teaching assignment, the equivalent of eight (8) semesters working 100 hours in each semester as set forth in C.2.d below.
3. For purposes of this provision there shall be three semesters to the academic year: fall, winter, and spring/summer semester.
4. After the probationary period has ended, an Employee shall be referred to as a Senior Adjunct (SA).

**C. Preference for employment shall be given to Employees based upon the following conditions:**

1. Each appropriate administrator will maintain a posted Senior Adjunct list and a Probationary Adjunct list of qualified personnel in his/her respective discipline. The lists will be updated each semester and session and will be made available upon request of a faculty member.
2. Placement on the lists shall be determined by the following formula:
  - a. One (1) service point awarded for each course taught since fall semester 2000 and one (1) point for each semester in which the Employee has taught at least a one credit hour course.
  - b. In the event a part-time faculty member teaches in more than one discipline, points awarded in one discipline shall not be used for placement on the seniority list in any other discipline.
  - c. For Employees who taught at the College prior to the fall 2000 semester, ten (10) service points will be awarded for each year of service that the Employee had taught at the College prior to fall 2000. In the event that the part-time faculty member taught in more than one discipline during a semester/session, these ten (10) service points will be applied to each seniority list.
  - d. For purposes of establishing placement on a list, represented Librarians, Counselors and other Employees not teaching courses, every 33 hours of employment at the College shall count as one (1) Service Point.
  - e. In the event that a qualified retired full-time Employee returns to the College, s/he shall be awarded twelve (12) service points for each year of full time service to the College beginning with the 2000-2001 academic year and ten (10) service points for each year of service prior to the 2000-2001 academic year.

**D. An Employee who has either refused work, or has not been offered any work, shall remain on the appropriate list for three (3) years from the date that s/he last earned service points.**

**Article XIV**  
**TEMPORARY PART-TIME AND TEMPORARY FULL-TIME**

Employees who become temporary part-time, or temporary full-time, members of AFT Local 1650 shall lose no seniority. All courses taught while a temporary member of Local 1650 shall be counted for seniority points, as described in Article XIII, Adjunct Teaching Status, and for step advance, as described in Article XXV.B, Salary Implementation.

**Article XV**  
**ASSIGNMENT**

**A. Assignment of Classes.**

1. Allocation of classes. The exact procedure for allocating classes to Employees may vary from Division/Department to Division/Department providing that these guidelines are followed:
2. Employees must notify the Associate Dean/Director of their course preference(s) and availability to teach for the following semester within the deadline and procedures established by the Associate Dean/Director.
  - a. Classes shall be offered to qualified Senior Adjuncts after all full-time faculty members have received their basic load assignments and full-time faculty members and full-time administrators have received their extra-contractual assignments as required by their respective collective bargaining agreements. The Senior Adjunct will be offered a similar number of credit hours to that taught in the corresponding semester of the previous academic year, if available. Reasonable effort will be made to offer a similar schedule or to accommodate reasonable changes to the schedule taught previously.
  - b. Once all of a Division's/Department's Senior Adjuncts have been offered classes pursuant to this provision (2.a), classes shall be offered to qualified probationary Employees, if no notice of non-appointment is received. The Employee will be offered a similar number of credit hours to that taught in the corresponding semester of the previous academic year, if available.
  - c. If unassigned classes still exist after all qualified probationary Employees have been offered classes, then Senior Adjuncts who are available to teach classes beyond those that they have been assigned according to 2.a above will be offered unassigned classes based on their position on the department's Senior Adjunct seniority list.

- d. If unassigned classes still exist which cannot be filled by any current Employee due to inability to accept available assignments or lack of appropriate qualifications for the specific opening, then the appropriate administrator may complete the assignment of open classes by hiring a qualified person(s) not on the seniority list.
3. Although it is understood that the exact procedures will vary, the principles outlined in A.2 above shall be followed when assigning work to a Senior Adjunct Librarian, Counselor, or any other Senior Adjunct who does not teach a course.
4. All assignments as set forth in A above and B below are tentative.

**B. Re-assignment or Cancellation of Classes.**

1. Class Reassignment: schedule changes should be made as early as possible, preferably before the first day of class.
2. If a class assigned to a Senior Adjunct is cancelled or re-assigned under the full-time faculty or administrative collective bargaining agreements, the Senior Adjunct will be offered an unassigned section, if available. If more than one Senior Adjunct's class is cancelled or re-assigned and there are not enough unassigned sections available for all, the Senior Adjuncts so affected will be offered the unassigned section(s) based on their position on the department's Senior Adjunct seniority list.
3. If a class scheduled to be taught by a Senior Adjunct is canceled or reassigned and an unassigned section is not available, up to one week prior to the start of the class, the affected Senior Adjunct shall be offered another section of a course which s/he has taught in the previous academic year and that was scheduled to be taught by the probationary adjunct who is lowest on the department's probationary adjunct's seniority list, if available. Reasonable effort will be made to cancel classes one week prior to the start of classes.

**Article XVI  
PERFORMANCE EVALUATION**

Each Employee may be subject to performance evaluation every semester during her or his probationary period, and annually in the following academic years.

- A. Any evaluation may be based on student evaluations, other evidence of teaching performance, and optional visitations by the Associate Dean or designee within the department/division. At least once during the probationary period, the Associate Dean or designee will visit a probationary Employee's class. In the case of non-teaching probationary Employees, the appropriate administrator or designee will observe the probationary Employee in a setting involving interaction with students.

1. A Senior Adjunct who may be designated by the Associate Dean/Director to observe a probationary adjunct as part of the evaluation process shall be compensated \$100.00 for his or her efforts.
- B.** A copy of the evaluation shall be provided to the Employee, with an additional copy placed in the Employee's personnel file.
- C.** An unsatisfactory rating may not be based solely on student evaluations. A visitation by the Associate Dean or designee is required.
- D.** An unsatisfactory rating during the probationary period may result in the removal of the Employee from future employment or immediate termination of employment and shall not be the subject of a grievance.
- E.** An unsatisfactory rating of a Senior Adjunct shall result in consultation with the Senior Adjunct and a performance improvement plan developed by the Associate Dean/Director. If significant improvement in performance is not demonstrated as set forth in the performance improvement plan, the Employee may be terminated from employment.. An arbitrator may only consider whether the performance was unsatisfactory. If the arbitrator determines that the performance was unsatisfactory the status of employment will be upheld.

## **Article XVII**

### **PROFESSIONAL DEVELOPMENT**

- A.** The College will budget a sum equal to .0028 of the annual adjunct budget per budget year for professional development activities for adjunct faculty members. Each eligible Employee may request up to \$100.00 per year for up to four (4) hours of on-campus professional development provided through the CTEI (Center for Teaching Excellence and Innovation) or the Instructional Technology Department, reimbursed at a rate of \$25.00/hour or apply for reimbursement for one conference registration fee annually and/or purchase books and periodicals, with a maximum reimbursement of \$100.00 per year. The conference and/or books/periodicals must be relevant to the Employee's discipline and to the goals of the College.
- B.** Those Employees who are approved and successfully complete the "Preparing to Teach Online" course offered by Instructional Technology will be paid \$300.00, as is the current practice. Ten thousand dollars (\$10,000) of the allotted amount set forth in A above will be used for this purpose. Any unused portion of this allotment will be rolled into the general professional development fund set forth in A above.

- C. Employees wishing to use the funds must make formal application through their Associate Dean/Director to the Office of Human Resources prior to the professional development opportunity and receive appropriate approval. Upon proof of attendance and successful completion the Employee will receive payment. In the case of reimbursement for conference fees, proof of attendance at the conference will be required.
- D. Any amount not used in any budget year shall be rolled over for use in the following budget year.

**Article XVIII**  
**BENEFITS**

**A. Leave of Absence**

A Senior Adjunct may take an unpaid Leave of Absence for up to one year for any reason with a maximum of one leave in every five (5) year period. A letter notifying the Director of Human Resources of the Employee's intent to take a Leave of Absence must be provided at least one semester in advance, unless circumstances warrant otherwise. During the Leave of Absence, the Employee's status will be frozen. Upon returning from a Leave of Absence, the Employee shall be offered employment pursuant to the relevant articles of this contract (Article XIII, Adjunct Teaching Status, and Article XV, Assignments).

**B. Sick Leave**

An Employee shall be granted one (1) paid sick leave day each semester to be used for illness or bereavement or in the event of jury duty. It is expected that the Employee will ensure that all course work is covered during the semester or session. If an Employee is absent more than the one (1) paid sick leave day in a semester, her/his pay will be docked the time of the absence.

**C. Emergency Closing**

In the event of an emergency which necessitates a school closing or delayed opening, the amount of pay which the Employee is to receive will not be reduced. It is expected that the Employee will ensure that all course work is covered during the semester or session.

#### **D. Mileage**

Employees who are required by the College to travel away from their primary work site shall be paid mileage for the trip in accordance with the IRS rules at the most current IRS rate. The Employee must submit appropriate documentation to her or his Associate Dean/Director for approval and reimbursement.

#### **E. Salary Deferral Plans**

Employees are allowed to participate in tax sheltered annuity plans which the College offers provided that they are not making 401(k), 403(b) and/or 457 plan deferrals with other employers that when combined with HFCC plan participation will exceed the limit specified by the Internal Revenue Service through election in any one or combination of plans.

#### **F. Required**

All Employees are afforded those benefits required by law; social security/FICA, workers' compensation and Michigan Public School Employees Retirement System.

#### **G. Benefits Committee**

A joint committee of the College and the Union will be established to explore benefit options available for purchase by Employees. The committee findings are not binding, but advisory to the College and the Union.

### **Article XIX PAY DATES (revised, September 2009)**

The College shall distribute salary to Employees employed for a full sixteen (16) week semester during the fall and winter semesters in four (4) equal installments

- A. For Employees employed in the fall semester, the first pay date shall be on or about September 22 but no later than September 30. The last pay date of the fall semester will be on or about December 22.
- B. For the winter semester, the first pay date shall be on or about January 22 but no later than January 31. The final pay date shall be on or about April 22.
- C. There will be eight pay dates altogether for Employees employed both in the fall and winter semesters: on or about September 22 (as specified in sub-paragraph A above), October 22, November 22, December 22, January 22 (as specified in sub-paragraph B above), February 22, March 22, and April 22.
- D. For employees employed for terms during the fall and winter that are shorter in duration than 16 weeks (8 or 12 week semesters), the following schedule shall apply:

1. For Employees employed for the first eight (8) week semester during the fall, salary shall be distributed in two (2) equal installments. The initial pay date shall be on or about September 22 but no later than September 30. For Employees employed for the first eight (8) week semester during the winter, salary shall be distributed in two (2) equal installments. The initial pay date shall be on or about January 22 but no later than January 31.
  2. For Employees employed for the second eight (8) week semester during the fall or winter, salary shall be distributed in two (2) equal installments. The initial pay date shall be on or about the 22nd of the month after the employment period begins. The final pay date shall be either on or about December 22 (fall) or April 22 (winter).
  3. For Employees employed for the twelve (12) week semester during the fall or winter, salary shall be distributed in three (3) equal installments. The initial pay date shall be on or about the 22nd of the month after the employment period begins. The final pay date shall be either on or about December 22 (fall) or April 22 (winter).
- E. Pay dates during the spring and summer semesters will continue current practice.

**Article XX**  
**ATTENDANCE**

- A. At no time will an Employee cancel a class session. The cancellation of class sessions rests only with the appropriate Associate Dean/Director. Employees must contact the appropriate administrator when an emergency or illness may necessitate the cancellation of a class session. When a class is cancelled without prior contact with the appropriate Associate Dean/Director, pay for the canceled session will be deducted and disciplinary action may occur.
- B. Employees cannot arrange for a substitute instructor for their classes. Associate Deans/Directors have sole authority in arranging any substitutes.
- C. Except for Employee absence due to the use of a leave day, the Employee who is absent shall have his/her compensation reduced by an amount equal to the total hours absent.

**Article XXI**  
**DISCIPLINE AND TERMINATION**

- A. The Employer shall not discipline or terminate any non-probationary Employee without just cause.

**B.** Discipline can include, but is not limited to, the following:

- Warning
- Verbal reprimand
- Written reprimand
- Suspension without pay
- Termination of employment or non-renewal of employment

The level of discipline will be determined by the College's assessment of the severity of the conduct or violation which has occurred and attendant circumstances. The Union has the right to grieve all levels of discipline for non-probationary Employees.

**C.** "Just Cause" includes, but is not limited to, any violation of College policy, any violation of law, misconduct or unsatisfactory performance. This list is illustrative and not exhaustive, and does not limit the College's right to discipline or discharge for other acts or omissions which also constitute just cause.

**D.** When hearings, conferences or meetings are held with an Employee concerning a matter which may result in discipline or discharge, the Employee shall have the right to have a Union representative present, provided the Employee requests such representation, and the College shall have the right to have a representative of its choosing present.

**E.** A probationary Employee may be disciplined or discharged without cause at the College's discretion, and without recourse to the grievance process.

## **Article XXII NOTIFICATION OF NON-APPOINTMENT**

Employees that are not offered employment in a semester shall be notified of that decision by letter. The letter shall be sent by first class mail or by email to the preferred email account on record. The letter shall specify the reason(s) for non- appointment. The letter shall be sent as soon as practicable.

## **Article XXIII SPECIAL CONFERENCES**

**A.** Special conferences on issues of mutual interest to Employees and the Employer may be arranged between the Chief Grievance Officer and the Employer designee. Such conferences shall not be construed as a replacement for, or circumvention of, the grievance procedure.



- B.** Arrangement for such conferences shall be made in advance by the submission of an agenda that reflects matters to be discussed. The meeting shall be scheduled by mutual agreement. Such conferences shall be between representatives of the College and a maximum of five representatives of the Union. More may attend by mutual agreement of the parties.

**Article XXIV**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

**A. Definition of Grievance**

The term "grievance" shall be interpreted to mean a formal written grievance complaint form submitted by an Employee or by the Union in its own behalf that:

1. there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or
2. there has been a violation, misinterpretation or misapplication of written policies or procedures affecting the conditions of employment of Employees in effect from time to time. Whenever the term "Employee" is used, it may be interpreted as a plural.

**B. Statement of Basic Principles**

1. The Union, on behalf of Employees, shall have the right to present grievances in accordance with these procedures.
2. All discussions shall be kept confidential, to the extent possible, during procedural stages of the resolution of a grievance.
3. An Employee who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.
4. Administrators have the responsibility to consider and take action promptly, within authority delegated to them, on grievances presented to them.
5. The failure of an administrator at any level to render a decision to the Employee and Union within the proper time limits permits the Employee to proceed to the next stage, within the limits provided.
6. The failure of an Employee or the Union to appeal a decision to the next higher stage within the proper time limits shall constitute a withdrawal and shall bar further action on that Employee's grievance or on a grievance by the Union relating to that issue. However, if the Union formally withdraws a grievance it has filed, it is not precluded from filing a subsequent grievance arising from a separate alleged violation relating to that issue.

7. The Employee or group of Employees has a right to be present and to be represented by the Union at the Employee's option, if the grievance proceeds beyond the preliminary stage. If the Employee(s) elects to be represented, the representative shall not be a representative of any Employee organization other than the Union.
8. When the grievance originates at an administrative level higher than Coordinator, Division Director, or Associate Dean, the Union shall start the grievance at the appropriate written stage of the grievance procedure as designated herein.
9. 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, entitled to be present to attend. A hearing or conference held during regular business hours, 9:00 a.m. – 5:00 p.m., Monday – Friday, is deemed to afford a fair and reasonable opportunity to be present and attend. When such hearings and conferences are conducted during hours in which an Employee whose presence is required is scheduled to teach, that Employee shall be excused, with pay, for that purpose.

### **C. Informal Preliminary Stage:**

In the interest of maintaining harmonious relations, the Employee is encouraged to have an oral conference with the Associate Dean of the division in which the Employee is assigned, upon discovery of the alleged violation and prior to initiating the formal written grievance process. If the issue is not resolved at the preliminary stage, the Employee can initiate a formal grievance pursuant to the procedure below.

### **D. Formal Grievances:**

#### **1. First Stage**

- a. The formal grievance process is initiated by submitting a written grievance on a standard form that is mutually developed by the Union and the College. The written grievance must be submitted to the Associate Dean of the division in which the Employee is assigned within twenty-one (21) calendar days of the act or omission on which the grievance is based.
- b. The Associate Dean shall provide his or her decision (along with a copy of the grievance) to the Employee and the Union in writing, within fourteen (14) calendar days of the receipt of the grievance.

#### **2. Second Stage**

- a. If the Employee or the Union is dissatisfied with the decision at the First Stage, the Employee or the Union may refer the matter to the Vice President of the division in which the Employee is assigned, by submitting a copy of the grievance and the First Stage decision, along with a request for Second Stage review, within 14 calendar days of its issue.

- b. The Vice President or designee shall provide his or her decision (along with a copy of the grievance) to the Employee and the Union in writing, within twenty-one (21) calendar days of the request for Second Stage review by the Employee.

### **3. Third Stage**

- a. If the Employee or the Union is dissatisfied with the decision at the Second Stage, the Employee or the Union may refer the matter directly to the President, or designee, by submitting a copy of the grievance and the First and Second Stage decisions, along with a request for Third Stage review, within fourteen (14) calendar days of the issue of the Second Stage decision.
- b. The President or designee shall schedule a meeting with the Employee or Union within twenty-one (21) calendar days of the request for Third Stage review by the Employee. The Employee or the Union shall have the right to a conference with the President or designee within this time limit.
- c. The President or designee shall provide his or her decision to the Employee and the Union in writing, within fourteen (14) calendar days following the conference discussed in 3.b above.

### **4. Final Stage, Arbitration**

- a. Upon written request by the Union, an arbitrator shall hear a grievance which has been processed in accordance with the provision of this Article, but not satisfactorily resolved at the Third Stage. The arbitrator will be selected, and the arbitration will be conducted, pursuant to the National Rules for the Resolution of Employment Disputes of the American Arbitration Association (“AAA”), except to the extent those Rules are contrary to the provisions of this Article, in which case the provisions of this Article shall govern.
- b. The Union must notify the College, and AAA, in writing of its intent to proceed to arbitration within twenty-one (21) calendar days of the President or Designee issuing the Third Stage response.
- c. The arbitrator shall issue a written opinion, in the manner and within the time limits provided by the National Rules for the Resolution of Employment Disputes of the American Arbitration Association. The arbitrator shall issue his or her opinion based on evidence received, both documentary and through oral testimony. The arbitrator shall make rulings concerning the admissibility of all evidence. The Michigan Rules of Evidence shall govern the admissibility of all evidence. The hearing shall be at the Southfield, Michigan, office of AAA (or as close thereto as possible) unless the parties mutually agree otherwise. The decision of the arbitrator shall be final and binding on all parties, the Employee involved, the College and the Union.

- d. Compensation and necessary expenses of the arbitrator shall be shared equally by the College and the Union. Each party shall make arrangements for and pay the compensation and expenses of witnesses called by that party. All other expenses, such as expenses of attorneys, other participants or observers, documents, etc., shall be borne by the party incurring them. The arbitrator shall have no right or power to add to, subtract from, modify, change or disregard any of the provisions of this Agreement, or to change existing wage rates or establish a new wage rate.

**Article XXV**  
**SALARY IMPLEMENTATION**

- A. The new salary schedule takes effect at the beginning of the summer term of 2009. (See appendix B for Salary Schedule.)
  1. Lanes that recognize academic degree achievement shall be maintained.
  2. A four step schedule shall be maintained.
  3. Beginning with the summer term of 2009, the existing system of compensating Employees by the Contact Hour will be replaced by a compensation system based on the Credit Hour. One Credit Hour will equal 15 Contact hours.
  4. Instructional Employees teaching in courses that have scheduled class time in addition to the standard 15 Contact Hours per Credit Hour will be compensated at the rate of 1/15 (.067) of a credit hour for each additional contact hour.
  5. The existing practice of compensating Employees for the final exam shall be maintained; Employees will receive additional compensation equal to 2/15 (.133) of the appropriate Credit Hour rate.
  6. Current P-12 Employees' wages will be frozen at the current pay level and will receive no further pay increases. All new P-12 Employees will be paid on the Adjunct Salary Schedule at the appropriate lane and will start at Step One.
  7. All Retirees of the College that return to teach as Adjuncts will be paid on the Adjunct Salary Schedule at the appropriate lane. AFT Local 1650 Retirees that return to the College within three years of retirement, and thus have seniority as a Senior Adjunct, shall be paid at Step 4.
- B. Beginning with the fall semester of 2009, an Employee must complete 24 credit hours to advance to the next step on the salary schedule. A newly hired Employee will be ranked a 1.0. The semester after one reaches a 1.24, the Employee shall be given a step increase and ranked a 2.0.
  1. Any credit hours taught over and above the 24 needed for a step increase are carried over to the higher step.
  2. For non-teaching Employees, 33 hours of employment shall count as the equivalent of 1 credit hour for purposes of step advance.

3. Employees who are compensated at any fraction of a Credit Hour for additional class time, beyond the two hours allotted for final exams, shall have that additional compensated time count toward the 24 credit hours needed for a step advance.

**Article XXVI  
DURATION**

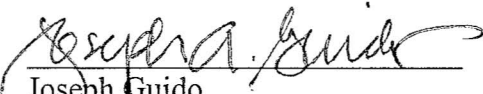
This Agreement shall remain in full force and effect beginning July 01, 2009 until midnight on June 30, 2011.

**Article XXVII  
PRINTING AND DISTRIBUTION OF THE AGREEMENT**

- A. The Employer shall be responsible for the printing and distribution of this Agreement.
  1. The Union will receive 800 copies.
  2. The Union and Employer agree to share costs for the printing of additional paper copies, when mutually agreed upon by the parties.
- B. The Employer agrees to make available a copy of this Agreement on the College web site.

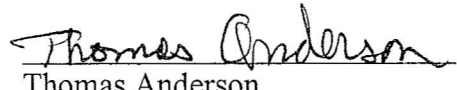
Signatories of Agreement

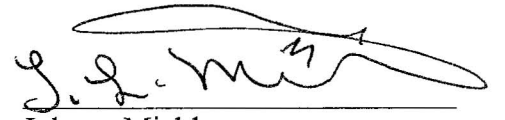
For the Board


  
Joseph Guido  
Board Chairperson

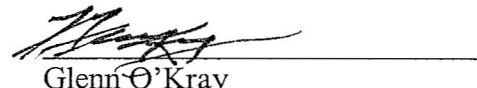
  
Gail Mee  
President, HFCC

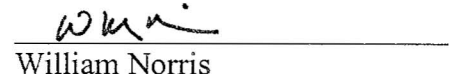
For the Union

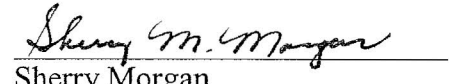
  
Thomas Anderson  
Chief Negotiator

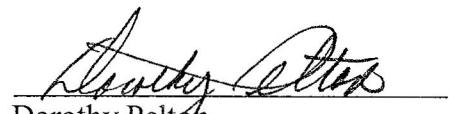
  
Johnny Mickles  
Field Representative, AFT Michigan

  
Mary Beck  
President, AFO

  
Glenn O'Kray  
Vice President, AFO

  
William Norris  
Recording Secretary, AFO

  
Sherry Morgan

  
Dorothy Pelton

**Appendix A**  
**TRANSITION TO NEW METHOD OF ADVANCING STEPS**

For the purpose of transitioning from the old method of advancing steps to the new method, it is agreed that beginning with the fall semester of 2009, an Employee at steps 1-3 shall have to teach 24 credit hours to qualify for a step increase. An Employee at step 1 who has taught 9 credit hours shall be ranked a 1.9. The semester after one reaches a 1.24, the Employee shall be given a step increase and be ranked a 2.0.

Any Employee on the seniority list who was at the old B level of steps 1-3 during the last semester s/he was employed by the College prior to the fall semester of 2009 will receive a step increase to the next higher step at the beginning of the fall semester.

An Employee who begins the fall semester at the B level of steps 1-3 shall be given credit for all credit hours taught since the last step increase.

**Appendix B  
SALARY SCHEDULE 2009\***

<b>July 2009</b>					
<b>Adjunct Salary Schedule Per Contact Hour Rate</b>					
<b>Teaching</b>	<b>Step</b>	<b>LMA</b>	<b>MA</b>	<b>MA+</b>	<b>PHD</b>
	<b>1</b>	<b>\$32.58</b>	<b>\$33.98</b>	<b>\$35.40</b>	<b>\$36.80</b>
	<b>2</b>	<b>\$35.03</b>	<b>\$36.54</b>	<b>\$38.06</b>	<b>\$39.57</b>
	<b>3</b>	<b>\$37.67</b>	<b>\$39.29</b>	<b>\$40.92</b>	<b>\$42.55</b>
	<b>4</b>	<b>\$40.50</b>	<b>\$42.25</b>	<b>\$44.00</b>	<b>\$45.75</b>
<b>Non-Teaching</b>					
	<b>Step</b>	<b>LMA</b>	<b>MA</b>		
	<b>1</b>	<b>\$19.31</b>	<b>\$23.32</b>		
	<b>2</b>	<b>\$20.76</b>	<b>\$25.08</b>		
	<b>3</b>	<b>\$22.32</b>	<b>\$26.97</b>		
	<b>4</b>	<b>\$24.00</b>	<b>\$29.00</b>		

<b>July 2009</b>				
<b>Teaching Adjuncts Salary Schedule Per Credit Hour Rates</b>				
<b>Step</b>	<b>LMA</b>	<b>Master's</b>	<b>Master's Plus</b>	<b>Ph.D.</b>
<b>1</b>	<b>\$488.70</b>	<b>\$509.70</b>	<b>\$531.00</b>	<b>\$552.00</b>
<b>2</b>	<b>\$525.45</b>	<b>\$548.10</b>	<b>\$570.90</b>	<b>\$593.55</b>
<b>3</b>	<b>\$565.05</b>	<b>\$589.35</b>	<b>\$613.80</b>	<b>\$638.25</b>
<b>4</b>	<b>\$607.50</b>	<b>\$633.75</b>	<b>\$660.00</b>	<b>\$686.25</b>

\*See Article XXV, Salary Implementation for relationship between Contact Hours and Credit Hours.



**SALARY SCHEDULE 2010\***

<b>July 2010</b>					
<b>Adjunct Salary Schedule Per Contact Hour Rate</b>					
<b>Teaching</b>					
	<b>Step</b>	<b>LMA</b>	<b>MA</b>	<b>MA+</b>	<b>PHD</b>
	<b>1</b>	<b>\$33.56</b>	<b>\$35.00</b>	<b>\$36.46</b>	<b>\$37.90</b>
	<b>2</b>	<b>\$36.08</b>	<b>\$37.64</b>	<b>\$39.20</b>	<b>\$40.76</b>
	<b>3</b>	<b>\$38.80</b>	<b>\$40.47</b>	<b>\$42.15</b>	<b>\$43.83</b>
	<b>4</b>	<b>\$41.72</b>	<b>\$43.52</b>	<b>\$45.32</b>	<b>\$47.12</b>
<b>Non-Teaching</b>					
	<b>Step</b>	<b>LMA</b>	<b>MA</b>		
	<b>1</b>	<b>\$19.89</b>	<b>\$24.02</b>		
	<b>2</b>	<b>\$21.38</b>	<b>\$25.83</b>		
	<b>3</b>	<b>\$22.99</b>	<b>\$27.78</b>		
	<b>4</b>	<b>\$24.72</b>	<b>\$29.87</b>		

<b>July 2010</b>				
<b>Teaching Adjuncts Salary Schedule Per Credit Hour Rates</b>				
<b>Step</b>	<b>LMA</b>	<b>Master's</b>	<b>Master's Plus</b>	<b>Ph.D.</b>
<b>1</b>	<b>\$503.40</b>	<b>\$525.00</b>	<b>\$546.75</b>	<b>\$568.50</b>
<b>2</b>	<b>\$541.20</b>	<b>\$564.60</b>	<b>\$588.00</b>	<b>\$611.40</b>
<b>3</b>	<b>\$582.00</b>	<b>\$607.05</b>	<b>\$632.25</b>	<b>\$657.45</b>
<b>4</b>	<b>\$625.80</b>	<b>\$652.80</b>	<b>\$679.80</b>	<b>\$706.80</b>

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