

WEST SHORE COMMUNITY COLLEGE
INSTRUCTIONAL AGREEMENT

August 17, 2020

to

May 3, 2021

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AGREEMENT

This Collective Bargaining Agreement entered into effective August 17, 2020, between West Shore Community College, hereinafter referred to as the “College,” and the West Shore Community College Faculty Association, hereinafter referred to as the “Association,” expresses all mutually agreed covenants between the parties hereto.

ARTICLE I: RECOGNITION

Section 1. The College Recognizes the Association

- A. The College recognizes the Association as the collective bargaining agent for all current members of the College full-time instructional faculty and librarians in matters of professional compensation, benefits, and workloads.

ARTICLE II: COLLEGE’S RIGHTS/ASSOCIATION RIGHTS

Section 1. College Rights Under Federal and State Law and Board Policy

- A. Except as expressly limited in this Agreement, the Board and its Administration, on their own behalf, and on behalf of the electors of the District, hereby retain and reserve all powers, rights, duties and responsibilities conferred upon and vested in them by the constitution and laws of the State of Michigan and the United States and by the policies of the West Shore Community College Board of Trustees. It is understood that such powers, rights, duties, and responsibilities may and will be exercised by the College so as to maintain the College as efficiently and at the lowest cost possible, consistent with the relevant statutes and with this Collective Bargaining Agreement.

Section 2. College Management Rights

- A. Except as expressly limited in this Agreement, the College reserves and retains fully and exclusively, all of its inherent and customary rights respecting the administration of the College, including specifically, but not by ways of limitation, the right to:
 - 1. define the goals of and develop the policies of the College;
 - 2. determine the curriculum and extracurricular programs to be offered in the College, together with the work to be performed by and the schedules of work and instruction of all employees of the College;
 - 3. determine the number, location, and usage of the College's facilities;
 - 4. select and direct all employees, including the rights to hire, discipline, suspend, discharge, promote, demote, assign, reassign, transfer, or lay off employees or to reduce or increase the size of the working forces;
 - 5. determine the methods, means, materials, and personnel by which the operations of the College shall be conducted; and
 - 6. do all other things in its judgment necessary for the proper establishment, maintenance, management, and carrying on of the College.

Section 3. College Right to Maintain or Improve Services

- A. Except as expressly limited by this Agreement, the College shall have the right to conduct and maintain West Shore's services and operations as in the past and prior to execution of this Agreement with the Association, but shall also have the right to study and use such improved methods and techniques for the providing of service and instruction as the College may determine to be appropriate for the advancement of West Shore Community College.

Section 4. College Right to Change Policies

- A. The College reserves the rights to promulgate and change from time to time reasonable policies, rules, and regulations respecting faculty functioning and responsibilities. However, such policies, rules, and regulations shall not be inconsistent with this Collective Bargaining Agreement or change the terms and conditions of employment prior to bargaining such change as required by law.

Section 5. Notice of Changes to Policies Affecting Faculty

- A. The College shall provide to the President of the Association any proposed changes or additions to College policies affecting faculty at least five (5) workdays prior to consideration by the College Board of Trustees. Shorter notice may be given in the event of exigent circumstances.

Section 6. Association Right to Organize

- A. All faculty members shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining and other lawful activities for mutual aid and protection. The Board will not discriminate against any faculty member or faculty members with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association, or institution of any grievance, complaint, or proceeding under this Agreement with respect to any term or condition of employment.

Section 7. Access to Information

- A. The President of the Association, upon written request, shall be sent copies of statements and financial information pertaining to the College. Such information shall be limited to that which is normally distributed to the Board. Other information which will assist in the processing of a grievance will be furnished upon written request by the Association, when such information is legally the privilege of the Association and germane to specifically identified issues. The College may choose to charge for such requests with charges being limited to duplicating expenses and direct personnel costs.

Section 8. Board Agenda

- A. On the dates of the Board's official meetings, a copy of the agenda with all public attachments shall be provided for the Association before such meetings. A copy of the approved minutes of Board meetings may be secured by the Association within ten (10) days after the date the minutes were approved.

Section 9. Association-Administration Meetings

- A. Members of the bargaining unit who by arrangement between the Association and the College Administration participate during working hours in conferences and meetings with the Board or its representatives which involve or derive from this Collective Bargaining Agreement shall suffer thereby no loss of pay.

Section 10. Equal Rights

- A. The College shall provide equal and just application of rules, regulations, policies, and evaluation procedures to all members of the faculty in a manner which is not arbitrary, capricious, or without basis in fact.

ARTICLE III: ACADEMIC FREEDOM AND RESPONSIBILITY

Section 1. Academic Freedom

- A. All faculty members shall have the freedom to report the truth as they see it, both in classroom situations and in associated publication. There shall be no restraints which unreasonably impair the faculty's ability to present subject matter in this context; however, all faculty members shall be careful not to introduce controversial matter which has no relation to the subject in their teaching. It is recognized that such freedoms are subject to relevant obscenity statutes and decisions of courts of competent jurisdiction.

Section 2. Academic Responsibility

- A. All faculty members shall devote to their assigned duties time and effort sufficient to assure the competent discharge of same. All faculty members shall be obligated to devote adequate time and effort, in addition to classroom or other student contact hours, to assure the offering of professionally competent instruction. All faculty members shall at all times during the discharge of their assigned duties conduct themselves in a professional and responsible manner.

Section 3. Representing the College

- A. All faculty members are emissaries for their profession and representatives of the College. When faculty members speak or write as citizens, they should be free from institutional censorship or discipline, but the faculty's special position in the community imposes special obligations. As persons of learning and education, faculty members should remember that the public may judge the profession and the College by their utterances. Hence, faculty members must at all times be accurate, be law abiding citizens, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that they are not institutional spokespersons.

ARTICLE IV: EMPLOYMENT CONDITIONS**Section 1. Education and Experience Required**

- A. When hiring faculty, the College will comply with all state and accreditation hiring guidelines, as well as Board policy, in determining hiring qualifications. It will be the policy of the College to encourage faculty member participation in the selection of faculty positions. At the time a job offer to a new faculty hire is accepted, the appropriate administrative supervisor shall determine and record those teaching discipline(s) for which the faculty member is qualified in accordance with current accreditation guidelines.
- B. After agreement with the Association, the College may, at job offer, place contingent requirements upon a new faculty member based on a gap in meeting hiring qualifications. Such contingent requirements will include a timeline for completion. Upon acceptance of the offer, the probationary faculty member acknowledges the contingency and the obligation to complete employment requirements or be subject to possible termination as described in [Article IV, Section 4](#).

Section 2. Personnel File

- A. An official personnel file shall be maintained by the College for each faculty member, and all such files shall be maintained in the Human Resources office.
- B. Each faculty member shall be obligated to see that 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 adjustment, are on file in the Human Resources Office.
- C. Faculty members shall have the right to examine the contents of their own personnel files, excluding only confidential pre-employment credentials of an evaluative nature. Faculty members shall make an appointment with the Human Resources Office to examine their files.
- D. The Director of Human Resources or designee shall be present when the faculty member examines their file; and if the faculty member desires it, a representative of the Association may also be present. Faculty members can designate in writing that a representative of the Association may examine their files.
- E. No official report nor any derogatory statement about a faculty member shall be filed unless the faculty member 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.
- F. 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.
- G. All faculty members shall have the right to place materials in their personnel file which attest to their professional competence.

- H. On request, faculty members may receive duplicates of any material in their personnel file except confidential pre-employment materials of an evaluative nature. Electronic copies will be provided at no cost; paper copies may require a reasonable duplication fee to be paid by the faculty member.
- I. All faculty members shall be apprised in writing of the permanent removal of any material from their personnel file. The following rules shall govern the permanent removal of such material:
 - 1. All faculty members shall have the right to request in writing the material filed for five years prior to the request be removed permanently from their personnel file. Such material shall be removed promptly by the College.
 - 2. The College shall have the right to remove permanently material filed for over five years prior to the date of removal. Removed materials will promptly be returned to the faculty member.
 - 3. Material expressly excluded from these provisions shall include: employment data, such as verification of job experience; transcripts of credits; records of certification necessary for initial salary placement and subsequent salary changes; adjustments in confidential pre-employment materials of an evaluative nature; or other legally necessary documents.

Section 3. Probationary Appointment

- A. Faculty members newly employed under the provisions of this Agreement shall have the status of probationary employees for six (6) contract year semesters (or seven (7) semesters in the case of faculty who begin work mid-year) or as may be extended as provided in this Agreement. Nothing in this statement, however, precludes the President from granting continuing appointment or initiating the process for continuing appointment at any time during the probationary period. In such cases, an equivalent timeline for documenting and reviewing the faculty member's application for continuing appointment shall be established in writing by the President. The College or the probationary faculty member may terminate employment for any reason at any time during the probationary period.
- B. Evaluation of probationary full-time faculty will be completed as described in [Article VII, Individual Annual Plans and Faculty Evaluation](#).
- C. By March 1 of the first and second full contract years, the administrative supervisor shall submit one of the following recommendations to the academic Vice President:
 - 1. Continued probationary employment
 - 2. Termination of employment
- D. If a probationary appointment is to be terminated, the faculty member shall be notified in writing no later than March 15, with a statement of reason for non-renewal, if requested. The faculty member shall be entitled to consultation with the President within five (5) workdays of said notice.
- E. The grievance procedure shall not be used as a recourse in termination of employment for a probationary employee.

Section 4. Process of Attaining Continuing Appointment

- A. Continuing appointment is for the purpose of assuring academic freedom and providing job protection for faculty. The granting of continuing appointment must not be solely a reward for services performed during the probationary years but should be an expression of confidence that a faculty member is teaching and will continue to teach to the highest professional standards, as well as demonstrate professionalism in service to the College community and as a member of an academic discipline. Continuing appointment shall not be acquired automatically by length of service or as a consequence of errors or omissions on the part of the College.
- B. Since the primary mission of the College is teaching, faculty with instruction responsibilities must demonstrate excellent teaching. Excellent teaching encompasses mastery of the academic responsibilities set forth in [Article IX, Faculty Responsibilities](#). Documentation of excellent classroom teaching includes but is not limited to student evaluations, peer evaluations, self-evaluations and administrative evaluations. Faculty must also show significant strength in at least one of the areas listed below in order to be awarded continuing contract.
1. Service to the College: Demonstration of service to the College may include, but is not limited to, contributions to instructional programs; grant writing; student advising and contributions in student activities, and service on College committees.
 2. Service to the Community: Demonstration of service to the Community may include, but is not limited to, speaking engagements, serving on or advising boards, agencies, and public committees, and other public professional service appropriate to a faculty member's discipline or professional interests. Faculty members should demonstrate the appropriateness of their contributions in relation to their discipline and the mission of the College.
 3. Professional Activities and Contributions: Professional activities and contributions may include, but are not limited to, presentations; scholarly writings and publications; research; participation in professional societies; and artistic performance and creativity.
- C. Individual Annual Plans (IAPs) and IAP reviews during the period of probationary appointment will enable the probationary faculty member to consult with the administrative supervisor about progress toward continuing appointment.
- D. After the second full contract year, a probationary faculty member who is in good standing may apply for continuing appointment, except for faculty with contingent requirements who will be eligible in accordance with said requirements. A faculty member may decline to apply for continuing contract by submitting a written statement to the immediate academic supervisor. In such cases, employment may be terminated at the end of the academic year.
- E. To apply for continuing appointment, the faculty member will submit to the administrative supervisor, by December 15 of the third academic year, a letter of application for continuing appointment which includes attachments that adequately support the application. Failure by the faculty member to adequately document relevant achievements and readiness for continuing appointment may result in a negative recommendation.
- F. A review team consisting of two administrators chosen by the College, the Association President or an appointed designee, and a faculty member chosen by the probationary

faculty member, will review the application and may request that the probationary faculty member provide additional support for the application.

- G. By February 15, the review team will submit one of the following recommendations to the academic Vice President:
1. Continuing appointment
 2. A fourth probationary year
 3. Termination of employment
- H. The Academic Vice President will review the recommendation and then provide a recommendation to the President by March 1.
- I. Following receipt of the recommendation, and by March 15, the President shall offer continuing appointment, grant a fourth probationary year, or terminate employment of the faculty member.
- J. If a faculty member serves a fourth probationary year, the process for applying for continuing appointment will follow the same steps as described above in [Article IV, Section 4, Subsections E through I](#), except that the review team's recommendations per [Subsection G](#) will be limited to
1. Continuing appointment or
 2. Termination of employment.

Section 5. Continuing Appointment

- A. After the satisfactory completion of the probationary period as determined by the continuing appointment process, the faculty member shall be granted a continuing appointment which shall be in effect for an indefinite period and shall be terminated due only for just cause, physical or mental incapacity consistent with disability rights, retirement, or the provisions of Article IV, Sections [6](#), [7](#), [8](#), [9](#), or [10](#), below.

Section 6. Notice to Discontinue Service

- A. Every effort shall be made by a faculty member to notify the College of the decision to discontinue service at least two full semesters (summer, fall, or winter) prior to the intended date of separation.

Section 7. Staff Reduction and Reappointment

- A. The College shall reassign employees' teaching duties and schedules to avoid terminating them when they have achieved prior qualification according to the criteria set forth in this provision and when vacancies for which they are qualified exist. The College's judgment will determine circumstances under which redirection of program or budget curtailment requires staff reductions. The following factors will be considered in selecting employees to be terminated: seniority and past performance, areas in which course and/or work reductions have or will be made, academic qualifications, certification requirements and work experience of employees, divisional recommendation and satisfactory progress in professional development.

- B. It is specifically understood and agreed that less-senior employees may be retained or re-appointed where such less-senior employees have better qualifications, experience, abilities, versatility, or past performance.

Section 8. Notice of Termination of Employment

- A. Notice of termination shall be given in writing on or before October 15th for the next contract year as a “first alert” date due to low enrollment or April 1st when termination is due to budget constraints. The Association President shall be tendered a list of employees being terminated on the same date the notices are issued to affected employees.
- B. All faculty members with continuing appointments who are terminated in accordance with provisions of [Article IV, Section 7](#), above, shall receive severance allowance equal to 25% of their last annual contracted salary amount payable June 30 of the current fiscal year or following the close of the current fiscal year, at the employee's option.
- C. Individuals who have been terminated from employment with the College may apply for, and will receive consideration for, a position with the College for which they are qualified if such a position becomes available. A former faculty member who is rehired within five (5) years to a position in the bargaining unit and the same discipline as the former assignment, will be given full credit on the salary scale for previous service and will not be required to serve an additional probationary period. All other rehires may be subject to a probationary appointment under [Article IV, Section 3](#).
- D. An individual rehired within five (5) years shall be required to repay any severance allowance received under [Article IV, Section 8, Subsection B](#), above. The payment may be made in a lump sum at the time of reemployment or may be satisfied by payroll deductions over a period of five (5) years. A faculty member who is released due to staff reduction before full repayment, shall only be entitled to return of the amounts repaid, in lieu of any further payment under [Article IV, Section 8, Subsection B](#), above.

Section 9. Failure to Perform

- A. Failure to perform in accordance with the conditions of this Agreement may result in official reprimand, suspension, or dismissal. Disciplinary action shall generally follow the pattern of oral reprimands and written reprimands prior to suspension or dismissal.

Section 10. Discipline

- A. All discipline shall be for just cause. Disciplinary action shall generally follow the pattern of warning, reprimand, suspension, dismissal. This pattern may be altered when the circumstances of the particular situation warrant.
- B. The President may place a faculty member on leave pending investigation when it is in the best interests of the faculty member and/or the College. The leave shall be with pay, unless the College determines that suspension or dismissal is warranted.
- C. The faculty member shall be entitled to notice of the concern and an opportunity to respond before any discipline is issued.

- D. If dismissal is to be recommended, the following procedure applies:
1. The President shall provide the faculty member with a written notice of charges for which dismissal is recommended. The notice will also set forth a hearing date with the Board.
 2. The faculty member shall have an opportunity to respond to the President prior to the hearing date.
 3. The Board shall hear the case. Faculty members may be heard in their own defense or by counsel.
 4. Following the hearing, the Board shall recommend to the President the action to be taken.
 5. The President shall implement the recommendation of the Board, providing written notification to the faculty member.
- E. The due process procedures in [Article IV, Section 10, Subsection D](#), above, shall constitute the sole remedy in case of dismissal and shall not otherwise be subject to grievance procedures as outlined in [Article VIII](#) of this Agreement.
- F. Faculty members may place a statement in their personnel file responding to any discipline issued by the College.
- G. Termination of a probationary appointment is not to be considered a dismissal for the purpose of this section.

ARTICLE V: WORKING CONDITIONS**Section 1. Teaching Load**

A. The teaching load shall be 30 equated hours per contract year, with 15 hours generally being allotted to Fall and Winter semesters each. If mutually agreed by a faculty member and the College, however, there can be flexibility in how the 30 contract year hours are divided between Fall and Winter semesters.

1. Lecture sessions are equated hour for hour.
2. Lab sessions are equated hour for hour (including art studios, science labs, and other activity-oriented sessions, and nursing).

B. If, as of two weeks prior to the beginning of Fall or Winter semester, low-enrolled courses produce a shortfall in a faculty member's minimum equated hours, the President shall determine within five working days, whether

1. the faculty member's course assignments must be adjusted to ensure the minimum semester teaching load is met or
2. the equated hour shortfall shall be designated as a full teaching load.

The President may also elect to treat the equated hour shortfall as a full teaching load for other reasons, such as allowing low-enrolled courses to run in order to start a new program.

C. A draft of the subsequent contract year's schedule will be made available to all faculty by March 15. Faculty preferences for classes for both load and overload must be indicated to the administrative supervisor as follows:

1. Fall semester by July 1.
2. Winter semester by November 1.

D. Faculty have three business days to indicate an interest in courses added to the fall schedule after July 1, or to the Winter schedule after November 1.

Section 2. Overload

A. Overload shall commence when the equivalent of fifteen (15) equated hours per semester is exceeded. If the faculty member and the College have mutually agreed to a teaching load that is not equally split (fifteen (15) per semester) there will be no overload payment for equated hours until teaching load exceeds thirty (30) equated hours in a contract year.

B. Full-time faculty shall be offered the opportunity to teach classes at an overload pay rate prior to offering such classes to adjunct faculty. The load shall not exceed twenty (20) equated hours without mutual agreement of the faculty member and administrative supervisor.

C. The administrative supervisor has the right to refuse to offer overload courses to a faculty member whose low performance has been documented.

- D. The compensated instructional overload per semester shall not be applicable in the calculation of the yearly accountable load.

Section 3. Preparation Loads

- A. When possible, loads will be assigned to include two to three sections of one course to reduce preparation loads so long as such assignment is reasonable.

Section 4. Low Enrollment Courses

- A. In some cases, it may be necessary to offer and teach classes that will have low enrollments. Classes of three (3) to nine (9) students may be assigned and taught at a "low enrollment rate" determined as follows:

Number of Students	Percent of Base Pay
3	65%
4	70%
5	75%
6	80%
7	85%
8	90%
9	95%

- B. Official enrollment for the purpose of determining whether a course is to be taught on a low enrollment basis shall be the larger of
1. the last working day before the beginning of classes or
 2. enrollment at the end of the Add/Drop period.
- C. Implementation of the provisions for low enrollment classes shall be subject to the following conditions:
1. When a faculty member's load contains a total of fifteen (15) or more regular, equated, and low enrollment hours, no additional low enrollment classes will be assigned without the faculty member's permission.
 2. Not more than two low enrollment classes may be assigned per semester without the faculty member's permission.
 3. Low enrollment course assignments shall be made no later than one working day before classes begin and, when required under this paragraph, the faculty member's permission to assign a low enrollment class shall be obtained in writing on or before that date.
- D. Courses that have restricted enrollment of 11 or fewer students due to federal, state, College, or accreditation restrictions will be calculated at full enrollment.

Section 5. Independent Study

- A. Independent Study assignments must be approved by the administrative supervisor and agreed to by the faculty member.

- B. Independent Study assignments are not calculated in the semester workload.

Section 6. Course by Arrangement

- A. Any Course by Arrangement assignment must be approved by the administrative supervisor and agreed to by the faculty member.
- B. Course by Arrangement assignments are not calculated in the semester workload.

Section 7. Supervision of Internships

- A. Any internship assignment must be approved by the administrative supervisor and the faculty member.
- B. Internship assignments are calculated within the semester workload.

Section 8. Combined Courses

- A. When two or more courses or parts of courses are combined to be taught by a faculty member, the guidelines shall be as follows:
 1. Two or more laboratory sections may be combined by being offered at the same time and the combination will be equated as one section.
 2. When two or more laboratory sections are combined and one of the sections is longer than the other, the faculty member will be paid at the equated hour value for the longest of the sections involved.
 3. Courses with significantly different content cannot be combined without mutual agreement between the faculty member and the administrative supervisor.

Section 9. High School Courses

- A. Full-time faculty will not be assigned to teach a high school class without the faculty member's express consent, with prior knowledge of whether the course will operate on the high school's or College's calendar.

Section 10. Class Size

- A. Face-to-face course size shall be determined by the College in consultation with the appropriate division. However, lab enrollments shall be limited to fixed station capacities unless adjusted by mutual consent between the appropriate administrative supervisor and the faculty member.
- B. Online and hybrid class sizes will follow face-to-face maximums, except no online course will exceed 25 students, and no hybrid course will exceed 30 students, unless mutually agreed upon by the faculty member and administrative supervisor.

Section 11. Contract Year/Professional Development Days

- A. The contract year begins with Kick-Off Week in the Fall semester and ends the first workday following commencement.

- B. Professional Development Days (such as kick-off and in-service) will be limited to seven (7) days within the contract year.
- C. The agenda for the Professional Development Days shall be jointly developed by Faculty and Administration.

Section 12. Academic Calendar

- A. The academic calendar shall include the entire period from the beginning of one Fall semester to the beginning of the subsequent Fall semester, including holiday breaks, intersessions, and summer sessions.
- B. The academic calendar will be created based on the following parameters:
 - 1. The Fall semester will consist of seventy-five (75) workdays and will always begin on the Monday before Labor Day, unless an alternative date is agreed to by the Administration and the Association.
 - 2. The Winter semester will consist of seventy-five (75) workdays and will always end on a Friday. The last possible date is May 6th.
 - 3. The Summer semester will consist of eight weeks beginning on the first Monday on or after June 1st.
 - 4. A designated spring break will be included in the Winter semester, consisting of five consecutive workdays.
 - 5. Grades will be due no later than 11:59 P.M., Eastern Standard Time, on the first Monday after the last day of classes.
- C. The academic calendar parameters apply to any given course taught by a faculty member in any location, on or off campus, unless as mutually agreed by the faculty member and administrative supervisor.
- D. The College recognizes the following holidays as non-workdays for faculty:
 - 1. New Year's Day (January 1st) or the day so designated
 - 2. Thanksgiving Day, the day before and the day after
 - 3. Memorial Day
 - 4. Independence Day (July 4th) or the day so designated
 - 5. Labor Day
 - 6. Christmas Day (December 25th) or the day so designated
- E. A rolling three-year academic calendar will be finalized by the Administration. The full three-year calendar will be continuously published on the College website in a location easily accessible to faculty.

Section 13. Sabbatical Leave

- A. Sabbatical leave is designed to encourage faculty members to pursue special studies, investigations, research, or work experience that will contribute to their professional development and competence and render the recipients more useful to the College. Sabbatical leave is an investment in the future of higher education and is granted with the

ARTICLE V: Working Conditions

understanding that research, rejuvenation and reflection serve the aims of West Shore Community College and are beneficial for both the faculty member and the College.

- B. A member of the faculty shall become eligible for sabbatical leave after a continuous full-time service of a minimum of six (6) regular contract years.
- C. A recipient of a sabbatical leave shall become eligible for a subsequent sabbatical leave only after fulfilling the above requirements again, with time of service being calculated from the date of their return to their duties at the College.
- D. The duration of a sabbatical leave granted to an individual shall not be used to determine eligibility for application for a subsequent leave.
- E. Sabbatical leaves may be granted for periods of one or two semesters but shall in no case exceed the period of time for which the applicant is appointed. Under special circumstances, determined by the needs of the applicant and the interest of the College, a sabbatical leave of two nonconsecutive semesters may be granted, insofar as the total period of time on leave does not exceed the period of time for which the applicant is regularly appointed.
- F. Faculty members shall receive 100% of their base pay for a one-semester sabbatical leave. Faculty members shall receive at least 66 2/3% and up to 100% of their base pay during the sabbatical leave based on the value of the sabbatical leave to the College and the financial need of the faculty member for a two semester sabbatical. The recommendation on the amount of the reimbursement shall be made by Committee, subject to approval by the Board of Trustees. The faculty member may decline the sabbatical if dissatisfied with the level of salary support.
- G. Faculty members desiring to purchase service credit for sabbatical leave must comply with guidelines set forth by the Michigan Public School Employees Retirement System (MPERS) or the Optional Retirement Program (ORP).
- H. Sabbatical leave shall be considered as full-time service to the College for the purpose of computing length of service and for consideration for salary increments, promotions and assignments, sick leave, insurance, retirement, and other benefits accruing to full-time service for which the faculty member would normally be eligible if not on approved leave.
- I. No more than three semesters of sabbatical leave total may be granted during any given contract year. Except in extenuating circumstances, no more than two (2) leaves can be given in a single semester.
- J. Applicants requesting sabbatical leave shall submit their requests by September 30 of the year preceding the academic year for which the leave is requested.
- K. Applicants will submit to the College President, with a copy furnished to the administrative supervisor, a request for sabbatical leave using, at a minimum, the following criteria:
 - 1. A statement of the value of the leave to the applicant.
 - 2. A statement of the value of the leave to the College.
 - 3. A statement of purpose of the leave including objectives to be achieved.
 - 4. A statement of actions which will be taken to accomplish each objective of the leave.

5. A timetable or statement of intention identifying key dates as to when actions will most likely be completed and objectives achieved.
 6. A method of evaluating the degree of success achieved during the leave.
- L. The Sabbatical Leave Committee will inform each applicant of the status of the application not later than October 31. The committee may request additional or supplemental information from the applicants in order to evaluate the merits of the requests. The committee will consider the following points in the approval process:
1. The extent to which a leave could have an impact on the quality of the faculty member's instruction or service to the College and the College community.
 2. The extent to which plans submitted for use of time while on leave are definitive and educationally beneficial.
 3. The duration and record of service of the applicant.
 4. College and departmental needs.
 5. Reasonable and equitable distribution of leaves across the College organizational structure.
- M. Faculty members may apply for leave without firm commitments of acceptances for study, travel or other arrangements where sabbatical will be spent. However, firm plans will be filed two months prior to the start of the sabbatical.
- N. If either semester remains open for the succeeding academic year, faculty members will be notified by November 15, and may submit a request for a semester sabbatical no later than December 15. Notification on the status of the applications will be provided no later than January 31.
- O. Failure of the Board of Trustees to act favorably on a request for sabbatical leave shall nullify the application for that leave.
- P. Eligible faculty members whose applications are not approved may submit a new application for future consideration.
- Q. During the leave period, compensation shall be paid at the designated rate of the base salary less 50% of any amount beyond full base salary earned through employment or scholarship grants associated with the sabbatical. Faculty members are not precluded from earning an amount greater than their base salary.
- R. Any qualified employee who files an application for a sabbatical leave shall, at the same time, file a statement of intention to remain in the employment of the College for at least one year following a one-semester leave or at least two years following a two-semester leave, unless prevented by ill health or other conditions over which the faculty member has no control. In the event of failure to return to service at the College as described above, the faculty member will reimburse the College for all compensation received from the College while on leave.
- S. Sabbatical leave may be terminated prior to the sabbatical expiration date only upon mutual agreement between the recipient and the College.
- T. Recipients of sabbatical leaves shall, within six (6) months of their return to the College, provide a formal presentation to the College. This presentation may take any one of several

forms, e.g., written report, recital, seminar, lecture, performance, exhibit. A copy of this presentation shall be archived in the College Library for subsequent review.

U. Sabbatical Leave Committee: The committee shall consist of six (6) members as follows:

1. The College President shall act as chairperson and ex officio member.
2. Three members will be selected by the Association and should represent diverse disciplines.
3. Two academic administrators will also serve on the committee.
4. No member on the Sabbatical Leave Committee may serve while at the same time applying for sabbatical leave.
5. A recommendation of faculty to receive sabbatical leave must be by majority vote of the Sabbatical Leave Committee.

Section 14. Sick Leave

- A. Faculty members, upon accepting a contractual position within the College, shall be entitled to five days of sick leave. Additional sick leave shall accumulate to a total of ninety (90) days at the rate of one day for each month beginning the sixth month of service. No more than nine (9) days shall accrue in a fiscal year.
- B. When a faculty member is unable to perform duties on campus due to illness or injury, accrued sick leave shall be applied in four (4) hour increments if the faculty member does not work an entire morning or an entire afternoon, and in 8-hour increments if the faculty member is absent for the entire day, provided the faculty member has classes, meetings, or scheduled office hours during that time period. If a faculty member is gone for an entire week, forty (40) hours will be deducted from the member's accrued sick leave.

Section 15. Bereavement Leave

- A. Upon proper notice to the administrative supervisor, a faculty member shall be entitled to three (3) days of leave of absence without loss of salary for the death of any member of their immediate family. The immediate family shall include the faculty member and spouse, and their parents, grandparents, siblings, children and grandchildren, and other persons under special circumstances with administrative supervisor approval. Additional bereavement leave, not to exceed five (5) days may be granted by administration and will be deducted from the faculty member's accumulated sick leave account.

Section 16. Personal Business Leave

- A. Full-time faculty shall be granted up to three (3) days per contract year for purposes of personal business.
- B. Personal Leave days shall not carry over from one year to another. The use of personal days must be taken in either 4-hour or 8-hour increments. If a faculty member is away from campus the entire day, 8 hours of personal time will be taken. The time for such absences shall be subject to supervisory approval.

Section 17. Leaves of Absence, Other Than Sabbatical

- A. Leaves of absence, without pay or benefits, may be granted to faculty members by the Board upon the recommendation of the President. Such leaves shall not exceed one year in duration. Initial application for a leave of absence shall be made to the faculty member's administrative supervisor. While on leave, no advancement on the salary schedule will be granted.

Section 18. Extended Time Assignments

- A. Faculty members shall not be required to teach more than one course starting at or after 5:00 p.m. or on weekends in any given semester, except as permitted in [Article V, Section 18, Subsection C](#), below, or by mutual agreement.
- B. Faculty members shall not be required to teach weekend courses in successive semesters, except as permitted in [Article V, Section 18, Subsection C](#), below, or by mutual agreement.
- C. In the event that a faculty member cannot otherwise be assigned a full teaching load, the extended time assignment restrictions are void.
- D. In the event that a faculty member is assigned to teach on both Saturday and Sunday in a given weekend, the administrative supervisor will ensure the faculty member has one full day in the subsequent five (5) free from any college assigned duties unless mutually agreed upon by the faculty member and administrative supervisor.

Section 19. Mileage Travel Allowance

- A. Faculty members using their personal vehicles for approved College business shall be compensated at an amount equal to the rate approved by the Internal Revenue Service for reimbursement of business mileage, unless a college owned vehicle is available in which case the General Services Administration turndown rate would apply. In driving to off-campus teaching assignments, no mileage payment will be due if the distance to the teaching station from the faculty member's house is less than the distance to the campus. Mileage beyond the distance to the campus will be paid.

Section 20. Semester Workload Sheet

- A. It shall be the responsibility of each faculty member to sign their semester workload sheet during the third week of each semester.

Section 21. Librarians

- A. Librarians shall have an eleven (11) month contract providing for 25 working days of vacation.

Section 22. Visiting Faculty

- A. Under circumstances that result in the extended absence of a full-time instructional faculty member (by way of example, a sabbatical leave or extended medical leave), the College may choose to temporarily hire a Visiting Faculty member to ensure the continuation of faculty

duties. Visiting Faculty members shall be employed under a separate contract, the terms of which will be set by the College and the Visiting Faculty member, consistent with this Section.

- B. The contract term for a Visiting Faculty member shall not exceed two consecutive semesters without the prior mutual consent of the Association and the College.
- C. Due to the nature of their employment, Visiting Faculty members are ineligible for continuing appointment, sabbatical leave, or other leaves of absence, except as required by law, nor will they be considered members of the bargaining unit. The grievance provisions of [Article VIII](#) shall not apply to a Visiting Faculty Member, but this does not preclude the Association's right to grieve disputes over the implementation of the Visiting Faculty section of this Agreement.
- D. Visiting Faculty members must meet all of the same qualifications as traditional full-time faculty, including guidelines set forth by the College's accrediting body and any applicable programmatic accreditations. The College will consult with the Association when creating the position profile for a Visiting Faculty member.
- E. Compensation for Visiting Faculty members is subject to negotiation between the College and the Visiting Faculty member and need not align with the salary schedule for traditional full-time faculty.
- F. Visiting Faculty members will be evaluated in a manner similar to that used for adjunct faculty and are ineligible to serve as Division Chairs. The responsibilities of traditional faculty members, as described in [Article IX, Section A, Subsection 1](#), will apply to Visiting Faculty members, except that a Visiting Faculty member will be exempt from the service commitments under [Article IX, Section A, Subsection 3](#), unless included in the position profile or mutually agreed to by the College and the Visiting Faculty member. All other aspects of this Agreement shall apply to Visiting Faculty members.

Section 23. Association Days

- A. The West Shore Community College Faculty Association Executive Board members and committee chairs will be permitted a combined total of five (5) days of released time from school responsibilities to transact official Association business without loss of salary or other benefits. These days shall be granted at the request of the Association President if the administrative supervisor is notified in writing a minimum of three (3) days in advance. Said notification will include alternate arrangements made to cover contractual duties while absent.

Section 24. Environmental Quality and Office Facilities

- A. The College will continually meet or exceed state and federal environmental regulations to provide student, faculty, and staff with safe, positive working and learning conditions.
- B. Whenever the College is open for on-campus instructional operations, it shall ensure that each faculty member has continuous access to an office furnished with a functioning desk,

ARTICLE V: Working Conditions

seating, shelving, computer, and phone; individual or shared access to printers and/or copiers; and other standard office equipment and supplies.

ARTICLE VI: PROFESSIONAL COMPENSATION**Section 1. Compensation**

- A. Faculty will be compensated over twenty-six pay periods.

Section 2. Overload Pay and Other Instructional Compensation

- A. Compensation for overload shall be \$1,000 per equated contact hour. Instructional loads shall be limited by available sections and authorization of the administrative supervisor
- B. Overloads and other instructional compensation will be paid on the payday nearest the mid-point of the semester in which the work occurs. Any hours for which overload compensation is received in the fall semester will not be counted in the annual thirty (30) hours maximum load requirement calculated in the winter semester.
- C. Teaching and overload equated hours will be subject to the provisions contained in [Article V, Section 2.](#)
- D. Independent Study - \$225 per contact hour per student.
- E. Course by Arrangement - \$200 per contact hour per student.
- F. Supervision of Internships – ¼ hour per three (3) credit internship will be added to the faculty load.

Section 3. Division Chair Compensation

- A. Division chairs will be compensated at \$1,000 per equated hour with a base load of 2 equated hours per each Fall and Spring semester, plus additional equated hours per semester according to the number of adjunct faculty supervised, as follows:
 - 1. 1 additional hour for 1-10 adjunct faculty
 - 2. 1.5 additional hours for 11-19 adjunct faculty
 - 3. 2 additional hours for 20 or more adjunct faculty
- B. Division chairs may take release time, up to the equivalent of one course per semester, in lieu of monetary compensation.
- C. Division chair compensation will be paid in the pay period that includes the last day of the semester.
- D. Division chair compensation, whether pay or release time, will be counted as part of total workload and if results in overload is subject to the provisions contained in [Article V, Section 7, B.](#)

Section 4. Summer Term Contracts

- A. The summer term schedule will be available to all faculty by the first of December. It will be set-up in collaboration with the administrative supervisor and faculty.

ARTICLE VI: Professional Compensation

- B. Faculty will submit a request to teach in the summer term by the fifteenth of January.
- C. The Association will be notified of any modifications to the summer schedule after January 15, so that faculty may submit a request to teach any added courses.
- D. Faculty members teaching summer courses with ten (10) or more students will be compensated at rate of 1/55 of their academic year's contractual salary per equated contact hour, or \$1,000 per equated contact hour, whichever is greater.
- E. Courses with fewer than ten (10) students may be taught by the scheduled faculty member using the established "low enrollment" rate.
- F. Courses with a minimum of ten (10) students enrolled on the first day the class meets will not be canceled.
- G. When two or more faculty members indicate interest in teaching the same course or courses in the summer term, preference will be given in course load assignment as follows: Faculty members whose academic year instructional load includes the same course, courses, or courses within the same sequence as a summer term offering shall be given the highest priority. Otherwise, faculty members with the most qualifications will be given preference, but this does not guarantee a full-time faculty member is given preference over an adjunct faculty member.
- H. Full-time faculty members may teach up to ten (10) equated contact hours of summer load provided that they meet the requirements established in [Article VI, Section 4, Subsection H](#), and enough courses are scheduled. The College has the right to set load limits beyond ten (10) equated contact hours.
- I. Announcement of canceled courses shall not be the responsibility of the scheduled faculty member.
- J. Summer pay shall be disbursed in equal installments commencing no later than two and one-half weeks following the official count date and continuing through the regular payday following completion of the course. The pay schedule for courses of less than six weeks duration will be included in the individual course contract made with the faculty member.

Section 5. Salary Guide for Full-Time Faculty

- A. An equitable professional salary shall be determined for each of the following professional pay levels:

Professional Pay Levels								
Pay Level	I	II	III	IV	V	VI	VII	VIII
Credentials	BA, BS, or Vocational Certificate	BA, BS, and Vocational Certificate	MA, MS, or MBA	MA or MS + 15 semester hours	MA or MS + 30 semester hours or MFA	MA or MS + 45 semester hours	MA or MS + 60 semester hours or Masters + MFA	All doctoral-level programs; Ph.D.

- A. The negotiated professional salaries shall be posted in [Appendix B](#).
- B. Upon the renewal of their term appointments, faculty members shall be compensated as determined by the faculty salary grid ([Appendix B](#)).
- C. A one-time \$200 signing bonus will be paid to all faculty in 2020, on the first regular pay period after the effective date of this Agreement.

Section 6. Longevity

- A. Faculty members will be eligible for a longevity bonus, payable on the first regular pay period after the end of the winter semester, based on the following scale:
 - 1. 3% of current base salary after 15 years of service with the College
 - 2. 4% of current base salary after 20 years of service with the College
 - 3. 5% of current base salary after 25 years of service with the College
- B. Longevity bonuses are not cumulative and are not considered part of the base salary.

Section 7. Insurance Benefits

- A. Long Term Disability: Long term disability benefits shall be maintained at not less than the current College benefits levels.
- B. Short Term Disability: Short term disability shall be maintained at not less than the current College benefits levels.
- C. Life Insurance: All full-time faculty excluding semester appointments shall be provided term life insurance in an amount equal to the nearest thousand dollars of their salary. Spouses shall be covered for two thousand (2000) dollars; dependents for one thousand (1000) dollars; dependents aged six (6) months and under for one hundred (100) dollars.
- D. Medical Benefit Plan: The College shall provide a medical benefit plan for all members of the bargaining unit and their eligible dependents. At least one medical benefit plan option offered by the College will be comparable in benefits to an option in place as of the effective date of this contract, as mutually determined by the College and the Association.
- E. The College reserves the right to modify the medical benefit plan offered in the event that it would be subject to a penalty, tax, fine, or increased costs as a result of the Affordable Care Act and associated regulations or any subsequently enacted state or federal legislation affecting health care.
 - 1. All faculty members electing medical benefit plan coverage will have annual coverage costs deducted in equal amounts from their bi-weekly pay checks. The bi-weekly payroll deduction dollar amount will be set annually and adjusted on January 1, in accordance with the requirements of PA 152 (MCL 15.561 et seq.). So long as the College uses the "hard cap" in reference to PA 152, it will contribute the full hard cap amount to insurance premiums for faculty. If those premium costs are less than the hard cap, the College will contribute the difference to the respective faculty member's HSA.

ARTICLE VI: Professional Compensation

2. All faculty members not electing to participate in the medical benefit plan shall receive cash in lieu payments in their paychecks in accordance with the College flexible benefits plan.
- F. Dental/Vision Benefits: Dental and vision benefits shall be maintained at not less than the current College benefit levels for the term of this contract. Effective January 1, 2021, dental benefits will increase to \$1,300 annually per covered life, and vision benefits will increase to \$550 biennially per covered life.
- G. Disability and Sick Leave: In the event a faculty member is disabled through injury or illness covered by Worker's Disability Compensation, sick leave shall not be reduced.
- H. Coverage Duration: The Board shall make payment of insurance premiums for all faculty on continuing contract to insure coverage for the full twelve-month period of the academic calendar. Benefits will terminate at the end of May for faculty not returning the next contract year.
- I. Survivor Benefit: In the event of the death of a faculty member, the College shall continue dependent benefits for six (6) months.
- J. Insurance Carrier: The College shall have the right to select and change insurance carriers for the above coverages.

Section 8. Other Benefits

- A. Tuition Remission: Tuition and student service fees exemption for faculty member, spouse, or a dependent of a faculty member.
- B. Facility Use: Faculty members and dependents shall have free use of athletic facilities in the Recreation Center, including the Wellness Center (subject to the rules and regulations of the Wellness Center), at any time it is open, except when such use interferes with class, Health Club, or other scheduled activities.
- C. Membership/Dues: Faculty members will remain in contact with the mainstream of their academic or technical fields by means such as conferences, course work, workshops, journals, etc. Toward this end, the College will pay membership/dues in professional associations with the appropriate discipline in an amount not to exceed \$250 per year.
- D. Retirement Benefits: Full-time faculty have the option of either participating in the MI Public Schools Employees Retirement System or the Optional Retirement Program to which the faculty member will contribute at least 4% of earnings and the College at least 11%.

Section 9. Wellness Program

- A. Faculty members shall be eligible to participate in the College's Employee Wellness Program.

ARTICLE VII: INDIVIDUAL ANNUAL PLANS AND FACULTY EVALUATIONS

Section 1. Individual Annual Plans

- A. Faculty members will develop and pursue, with the approval of the administrative supervisor, Individual Annual Plans (IAP). Plans shall be aimed at carrying out responsibilities of faculty members (see [Article IX](#)) and may include plans for sustaining competency, increasing disciplinary proficiency, researching, and implementing new practices in teaching and learning, strengthening technological skills, broadening areas of workplace competency, and/or College service. The focus of IAPs will vary from year to year and faculty member to faculty member, reflecting the expertise, needs, interests, and responsibilities of each individual faculty member.
- B. Unless as mutually agreed, IAPs will be submitted by October 1 and will include:
 1. An outline (or narrative) of professional goals corresponding to the categories in [Article IX, Section 1, Faculty Responsibilities](#), and as appropriate for the next year:
 - a. Teaching and Learning
 - b. Professional Development
 - c. Service
 - d. General and Administrative
 2. Methods to accomplish the goals, dates where available for conferences, course work, workshops, etc.
 3. Plans for meeting any recommendations noted by the faculty member, peer evaluations, or by the administrative supervisor in the prior evaluation.

Section 2. Faculty Evaluation

- A. The performance appraisal period shall coincide with the contract year.
- B. Faculty with Probationary Status: It is assumed at the time of initial employment that faculty members are already competent in their discipline(s). The period of probationary employment shall be used for the purpose of testing that assumption. Thus, evaluations during the period of probationary employment should note areas (if any) where the probationary faculty member needs improvement before achieving continuing appointment status.
- C. Faculty with Continuing Status: The granting of a continuing appointment acknowledges professional competence in the assigned disciplines(s). Evaluations shall be for the purpose of assessing the effectiveness of that faculty member's activities aimed at enhancing competence.

Section 3. Evaluation Components

- A. Teaching Appraisal During Probationary Appointment
 1. Courses and modalities to be observed are determined by the administrative supervisor in consultation with the probationary faculty member.
 2. For the first contract year, faculty on probationary status will be observed by the administrative supervisor each semester.

3. For the second and third years, faculty on probationary status will be observed one semester by the administrative supervisor and one semester by at least one peer evaluator. Probationary faculty will be encouraged to participate in teaching-learning circles.

B. Teaching Appraisal Following Continuing Appointment

1. By October 1, faculty will notify their administrative supervisor which option listed below they elect for the contract year.
 - a. **Option 1.** The Administrative Supervisor will observe a minimum of one course each contract year.
 - b. **Option 2.** Faculty will participate in teaching-learning circles that explore pedagogy, for continuous growth. These circles, involving two or more faculty approved by the administrative supervisor, will include discussions and at least one peer observation in any modality, rotating modalities at least every two years, if applicable. Teaching-learning circles will generally stand in lieu of class observations by the supervisor, although the supervisor may observe classes.

C. IAP Review

At the end of the contract year, faculty will complete an IAP Review. The Review identifies strengths, challenges, changes, and growth experienced in completing the work of the IAP. The IAP Review will include:

1. For those faculty who participated in one, an analysis of the perceived impact of the teaching-learning circle and reflections on being observed by and observing peers (See [Teaching Appraisal, Option 2](#), above).
2. An analysis of student evaluations and faculty reflections regarding the students' assessment and comments.

D. Student Evaluations

1. All courses taught by faculty on probationary appointment will be evaluated by students each semester of the contract year.
2. A minimum of two courses taught by faculty with continuing appointment will be evaluated by students each semester of the contract year.
3. The goal of course selection will be to rotate courses and modalities, so that all courses and modalities are evaluated at least every few years.
4. Student evaluation results will go to the faculty member as well as the administrative supervisor and will be included as part of the faculty evaluation.
5. The current student evaluation form will remain in use, unless changes are mutually agreed upon by the College and the Association.

E. Annual Evaluation Conference and Subsequent Documentation

- a. Faculty will submit the IAP Review to their administrative supervisor at least one full day prior to the conference.
- b. Between March 15 and the end of each contract year, or as mutually agreed, the administrative supervisor will conference with each faculty member to assess the faculty

- member's performance regarding the achievements and accomplishments of the year and any areas that may merit attention in the future.
- c. Following the conference, the administrative supervisor will complete a faculty appraisal form and will send a copy within five working days to the faculty member who will sign and return a copy. A copy of the appraisal form will be placed in the personnel file in the Human Resources Office. Performance shall be evaluated as one of the following:
 - a. Satisfactory
 - b. Satisfactory with improvement needed
 - c. Unsatisfactory
 - d. If the appraisal is either Satisfactory with improvement needed or Unsatisfactory, then the appraisal summary will identify the specific improvements that are necessary, how they will be measured and documented, and a timeframe for achieving them.
 - e. All faculty members will have five (5) working days from receipt of the faculty appraisal form to write a response to the appraisal or any part of the appraisal and have this written document filed in their personnel file in the Human Resources Office.

Section 4. Column Movement Resulting from Professional Development

- A. To be considered for movement from one column to another on the salary guide, all course work or other work attained through professional or industrial training programs must be directly relevant to the faculty member's teaching discipline or which expands the faculty member's ability to teach other disciplines offered at WSCC, and a part of an approved IAP.
- B. By April 1, all faculty members who expect to qualify for a pay column change the following contract year shall file a written notice of such expectation with their administrative supervisor. This step shall be a prerequisite to exercising the procedures outlined below.
- C. To qualify for column change, a faculty member must present to the administrative supervisor either
 1. an official transcript describing the course work involved; or
 2. documentation indicating the completion of a professional development plan involving experience activities. Such documentation shall be mutually agreed upon as part of the plan.
- D. Adjustments to the base salary shall be made commencing the semester following the presentation of documents above.

ARTICLE VIII: GRIEVANCE PROVISIONS**Section 1. Grievance Procedures**

- A. Should any complaint or dispute arise between the College and faculty member, or group of faculty members of the Association, or the Association with respect to the meaning, interpretation, or application of a specific and identified provision of this Agreement, it shall be resolved in accordance with the following procedures:

Step 1: Earnest efforts shall be made to settle verbally and informally such complaints and disputes between the grievant(s) and the administrative supervisor.

Step 2: If informal agreement is not reached, the grievance shall be reduced to writing and filed with the appropriate Vice President by the grievant(s) within fifteen (15) workdays following the occurrence of the event or action giving rise to the grievance.

Step 3: At any conference called under this provision, the grievant(s) may be accompanied by an Association representative, and the Vice President may be accompanied by another administrator.

Step 4: Following receipt of a written grievance, the Vice President will, within five (5) workdays, communicate a decision in writing to the grievant(s).

Step 5: If the grievance is not resolved, the grievant(s) must file an intent to appeal with the Executive Secretary of the College President within five (5) workdays following the receipt of the Vice President's reply.

Step 6: The grievant(s) and the Vice President must provide a written presentation of facts to the President within seven (7) workdays from the appeal notice date. The President will schedule a conference on the matter at a time and location that is mutually agreed to by all parties involved (grievant(s), Association Grievance Committee, administrative supervisor, Vice President). The President shall communicate a decision in writing to the aforementioned parties within five (5) workdays after the conference.

Step 7: If the grievance is not resolved, the grievant(s) must file an intent to appeal the President's final decision to the Board with the Executive Secretary within ten (10) workdays following receipt of the President's final decision. The written grievance together with the complete written case history shall be presented at the first regular Board meeting following the decision to appeal provided the regular meeting is scheduled within ten (10) workdays; otherwise, a special Board meeting shall be called. The Board shall render its decision based upon the written case history. Parties to the grievance shall be present to respond to questions asked by the Board. The Board decision shall be communicated in writing to the aggrieved faculty member and to the Association within fifteen (15) workdays after the presentation of the written grievance.

Step 8: Should the Board decision prove unacceptable, the grievance shall be submitted by the Association within ten (10) workdays to the President's office to begin the process of finding an impartial arbitrator. Appeal at this level shall require the consent of the

ARTICLE VIII: Grievance Provisions

Association, as provided for by the Bylaws of the Association. If the parties cannot agree upon an arbitrator, one shall be selected from a panel submitted in accordance with the rules and procedures of the Federal Mediation and Conciliation Service. The opinion of the arbitrator shall be confined to the sole question of whether or not there has been a violation, misinterpretation, or misapplication of the provisions of the contract in effect at the time of the alleged grievance. The arbitrator shall give no opinion with respect to any matter left by agreement or by law to the discretion of the College. The arbitrator's award shall become final and binding on the grievant, the Association, and the College. The fees and expenses of the arbitrator shall be borne by the party against whom judgment is awarded.

- B. A grievance may be withdrawn at any level. The time limits established in the grievance procedures shall be followed by the parties hereto. If the time limits are not followed by the Association, the grievance shall be considered settled in accordance with the College's last answer made. If the time limits are not followed by the College, the grievance may be advanced to the next step by the Association. The time limits established herein may be extended by mutual agreement in writing.

ARTICLE IX: FACULTY RESPONSIBILITIES

Section 1. Faculty Members Functions and Responsibilities

- A. Faculty responsibilities fall into overlapping categories of Teaching and Learning, Professional Development, Service, and General and Administrative.
1. Teaching and Learning
 - a. Faculty members teach assigned classes in accordance with this contract.
 - b. Faculty will be responsible for the organization and content of all courses assigned in their instructional load.
 - c. Faculty will be responsible for creating and updating effective and accessible learning environments in each of their teaching modalities.
 - d. The College will provide a learning management system (LMS) platform for every course. Faculty are to use the LMS platform at least as repositories for course syllabi, pertinent instructional resources, timely posting of grades, and, if and when the College establishes an early alert system, attendance.
 - e. Faculty will teach in alignment with approved course description and course outcomes.
 - f. Faculty will assist in the planning of academic programs and courses.
 - g. Faculty members at their own initiative, as part of the IAP process, or by mutual consent with their Division Chair or administrative supervisor will engage in other types of activities in order to shape their courses and programs, based on their expertise, preferences, and disciplinary or divisional needs.
 2. Professional Development
 - a. Faculty will maintain current knowledge of their subject areas and will remain current with instructional methods appropriate to modalities in which they teach.
 - b. To assist faculty with professional development, the College will continue to provide funds, workshops, and other training.
 3. Service
 - a. Faculty are expected to maintain two service commitments each contract year. Such commitments may include work on teams, councils, ad hoc committees, advising, and other work groups at the institutional, divisional, and discipline levels. Faculty with probationary status will make no more than two service commitments. Exceptions may be initiated by the probationary faculty member with approval of the administrative supervisor. Continuing faculty may make more than two commitments only by mutual consent between the faculty member and the administrative supervisor.
 - b. Faculty will indicate their preference for two service commitments in their individual annual plans. By October 1, the administrative supervisor will confirm service commitments based upon faculty interests and institutional needs.
 - c. Faculty may engage in assisting with registration, orientation, and other activities.

4. General and Administrative

- a. Faculty will meet professional standards of civility in interactions and communications with students, peers, administrative and support staff, and the community at large. Faculty will be consistent, organized, flexible and fair in dealing with these individuals and groups.
- b. Faculty will fulfill routine duties and responsibilities, such as filing progress reports, grade reports, book orders, equipment orders, and attendance reports as necessary for the operation of their divisions and the College.
- c. Faculty will collaborate with administration, other faculty, and staff in the formulation and implementation of planning, curricular review, assessment, and budgeting. This may include College, division, and program/discipline planning; curricular and co-curricular review and revision; assessment at the institutional (including core abilities), divisional, and program/course levels; operational, capital equipment, and technology budgeting; arranging off site schedules for students; and contributing to the support of adjunct faculty who teach in their discipline.
- d. Faculty will submit a current and complete electronic syllabus to the appropriate administrative supervisor for all courses they are scheduled to teach by no later than 5:00 p.m. on the Friday before classes begin. All syllabi should be either in an MS Word or editable PDF file format (no scanned images). The administrative supervisor will collaborate with the faculty as needed to identify and implement syllabi components in alignment with best practices.
- e. Faculty will allow past versions of their syllabi to be published on College websites as samples for student review. To ensure currency of content, only the most recent syllabi will be published. Faculty are also encouraged to share their syllabi with adjunct instructors for the purposes of informing them about past course content or that which is expected in the future.
- f. Faculty will attend commencement, as stipulated in Board policy. Regular attendance is expected at institutional, team, divisional, and faculty meetings during the contract year.
- g. Faculty will self-manage a work week to insure they are carrying out designated responsibilities including teaching assignments, reasonable accessibility to students via multiple modalities (e.g., in-person, phone, or email), service assignments, office hours (on campus or online) and sustaining a campus presence separate from teaching hours.
- h. If the College has reasonable grounds to believe a faculty member is not working sufficient hours to perform the duties described in this section, the College shall have the right to detailed, written outlines of the member's schedule. Thereafter, if a faculty member does not maintain a sufficient schedule to perform said duties, the College shall have the right to require the member to adhere to a specified forty (40) hour-per-week on-campus work schedule.

5. Alternative Assignment

- a. Faculty may accept from the President, or designated representative, other assigned duties that are closely tied to their primary assignments or interests. Upon the agreement of the faculty member and the administration, when the additional assigned duties require significant time or effort beyond the normal expectations for faculty, additional compensation or release from teaching credits will be allotted by mutual agreement.

Section 2. Division Chair Responsibilities

- A. Division Chairs assume the responsibility for coordinating the academic activity of their divisions, including the appropriate delegation of divisional responsibilities among divisional faculty in accordance with academic discipline or other relevant expertise. Accordingly, Division Chairs will:
1. Division Leadership
 - a. develop collaborative relationships both within the division and among divisions;
 - b. promote intra- and inter-divisional communications;
 - c. oversee curricular integrity;
 - d. recommend an effective balance of instructional delivery modes (face-to-face, hybrid, and online);
 - e. recommend faculty assignments appropriate to their skills; and
 - f. delegate as appropriate the recruitment, mentorship, and evaluation of adjunct faculty to division faculty.
 2. Personnel Leadership
 - a. recommend instructional workloads for full-time and adjunct faculty in accordance with other provisions in this Agreement and that maximize curricular integrity and student access;
 - b. recommend the hiring of adjunct faculty and oversee and participate in their recruitment, mentoring, and evaluation; and
 - c. oversee the effective operation of courses taught by adjunct faculty, including orders of textbooks and other course materials.
 3. Administrative Leadership
 - a. recommend credit course schedules throughout the academic calendar in collaboration with other chairs and the administrative supervisor;
 - b. participate in the development and implementation of divisional operating budgets and the capital equipment and technology budget processes; and
 - c. receive student complaints and appeals for courses within the division.

Section 3. Division Chair Selection, Term of Service, and Evaluation

- A. In any case of a Division Chair vacancy, after consultation with all full-time faculty members of a division, the administrative supervisor shall select one member of the division to serve as chair. The following procedures will mark the tenure of chairs.
- B. If changes to the divisional structure are anticipated, the administrative supervisor will communicate the divisional structure for the coming year by May 1 and will finalize the structure no later than July 1.
- C. The chair will serve, by mutual consent, for a three-year term, renewable for an additional three-year term. In extenuating circumstances, a chair who has already served the maximum six years as chair may be asked to additionally serve on an interim, single year basis.
- D. By the end of May of each year, a chair's performance will be evaluated as satisfactory or unsatisfactory by the administrative supervisor. Such evaluation will include the chair's self-

ARTICLE IX: Faculty Responsibilities

evaluation and/or a report of divisional progress. Chairs who receive unsatisfactory evaluations may be removed from service as of the last pay period of any given academic year, even if it is prior to the expiration of a term.

- E. In such cases as early termination of a chair's appointment, the chair's administrative supervisor shall select an interim chair to serve for the remainder of the term, but if no faculty member is willing or able to serve, then the supervisor may take on the role of interim chair or make other arrangements.
- F. A chair may apply for and take sabbatical prior to the expiration of a term. In such cases, the chair's administrative supervisor shall select an interim chair, but if no faculty member is willing or able to serve, then the supervisor may take on the role of interim chair or make other arrangements.

ARTICLE X: INTELLECTUAL PROPERTY RIGHTS

Section 1. Intellectual Property

- A. The College will own intellectual property that is created
 - 1. as a “work-for-hire”;
 - 2. through a written agreement with the faculty member that provides for a transfer of copyright or ownership of intellectual property to the College; or
 - 3. with the significant use of funds or facilities administered by the College. (“Significant use” does not include use of the faculty member’s office, library, office computer, or lab space.)
- B. The College owns the intellectual property rights to all works derived from any copyrightable works or intellectual property which the College already owns.
- C. If the College and the faculty member mutually agree to produce product(s), publication(s), or media in which the ownership would be shared, an agreement regarding royalties and use shall be reached by mutual consent between the College and the faculty member.

Section 2. Teaching Materials

- A. The College and the Association encourage sharing of individually owned faculty materials for the sake of students and learning. However, faculty members will decide when, how, and in what form their own copyrightable works will be disseminated. Where significant College resources are involved in producing a work (see above), or where there are contractual requirements, the College and the faculty author share ownership of the work and responsibility for the decisions.

ARTICLE XI: OTHER PROVISIONS

Section 1. The Agreement and the Law

- A. If any provision or application of this Agreement to any faculty member shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 2. Waiver Procedures

- A. A faculty member may waive any provision of this Agreement with written consent of the Association Negotiation Committee.

Section 3. Duration

- A. This Agreement shall become effective as of August 17, 2020, and shall remain in full force and effect until the first working day following commencement of the 2020-2021 academic year, and from year to year thereafter, unless either party hereto serves a written notice upon the other at least ninety (90) calendar days prior to the expiration date of this Agreement of that party's intention to amend, modify, or terminate this Agreement. Nothing in this contract shall be construed as a continuation of fringe benefit coverage during summer unless a notice of employment for the succeeding academic year has been issued.

Section 4. Duplication of this Agreement

- A. A searchable copy of this Agreement shall be posted and maintained on the College website and hard copies presented to all faculty.

Section 5. Use of College Facilities

- A. Faculty members shall be entitled to use College facilities and equipment in the normal performance of their duties, subject to availability.
- B. The Association Executive Committee shall be entitled to receive reasonable personnel support for its official business. The Association shall pay the direct cost of materials, supplies, and personnel time consumed in carrying on its official business.

Section 6. Deduction of Dues

- A. Association members may elect to pay their MEA dues through payroll deductions not later than ten days prior to the second pay date of the fall semester. The election shall be made by submitting an individually signed authorization to the Business Office. The deduction shall be made in nineteen (19) equal payments beginning with the second pay period of the semester.

Section 7. Complete Agreement

- A. The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any

subject not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Association, 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 referred to or covered in this Agreement, or with respect to any subject not referred to or covered in this Agreement, whether or not such subject may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- B. This Agreement, ratified by the West Shore Community College Faculty Association on July 30, 2020 and by the West Shore Community College Board of Trustees on August 17, 2020, shall remain in effect until the first working day following commencement of the 2020-2021 academic year.

DocuSigned by:
Scott Ward
B522400159C04B9...

Scott Ward, President,
West Shore Community College

DocuSigned by:
Sean Henne
A6CEFB9ADD2496...

Sean Henne, Association President,
West Shore Community College Faculty
Association

The following West Shore Community College employees participated in the negotiation process for the West Shore Community College Faculty Association contract which was accepted by the West Shore Community College Board of Trustees on August 17, 2020.

By signature on this memo, the following agree and endorse that the final language of that contract, effective August 17, 2020, to May 3, 2021, is a true and accurate representation of our negotiation process.

For West Shore Community College:

For the West Shore Community College Faculty Association:

DocuSigned by:
Kristen Biggs
52E987C23E1547C...
Kristen Biggs

DocuSigned by:
Paul Drelles
A33A49C1A087480...
Paul Drelles

DocuSigned by:
Debbie Campbell
49308B2A069840E...
Debra Campbell

DocuSigned by:
Joe Grochowski
362FE195A7B44E5...
Joe Grochowski

DocuSigned by:
C.M. Christmas
2C0CD376E4A1C4FD...
Christy Christmas

DocuSigned by:
D. Kelly
3AE1659FF3EF464...
Duane Kelly

DocuSigned by:
Mark B. Kinney
46B50709A33B4EB...
Mark Kinney

DocuSigned by:
Sonja Siewert
04F0B6B390C748B...
Sonja Siewert

John Wolff
John Wolff

APPENDIX A: GLOSSARY

When the following terms are used, they shall be defined as follows:

Academic Calendar: The period from the beginning of one fall semester to the beginning of the subsequent fall semester, including holiday breaks, intersessions, and summer sessions.

Accessible: Instructional materials and content that have been designed to reasonably provide students with equitable opportunities to take full advantage of their education.

Adjunct Faculty: Employees contracted for the instruction of the College curricula as defined by the official College catalog who are hired for a teaching load of fourteen (14) or fewer equated hours in a semester.

Contract Year: The period from the beginning of kick-off week in the Fall semester to the first business day following commencement.

Course by Arrangement: An approved course within the curriculum taught on a schedule arranged between the faculty member and the student. These courses may be offered when courses a student needs for graduation are offered at the same time or not offered in a given semester.

Discipline: The specific branch of knowledge that a member of the faculty may be assigned for instruction. The term shall be used in reference to specific course subjects rather than to a curriculum, e.g., history, sociology, economics, psychology, and political science are disciplines in the social science curriculum.

Executive Secretary: The secretary who is responsible to the College President and the Board of Trustees.

Face-to-Face Course: A course in which instruction is scheduled so that faculty and students can meet together in a physical space for the full contact hour requirement. Class activities may be enhanced or supplemented with technology (e.g. using a course management system).

Faculty or Full-Time Faculty: Employees contracted for the instruction of the College curricula as defined by the official College catalog whose assignment includes thirty (30) or more equated hours in a contract year.

Hybrid Course: A course scheduled intentionally so that face-to-face time is reduced and replaced with online instruction. Face-to-face time can be reduced in contact hour increments, or by half, or by lecture/lab components.

Independent Study: A course designed to provide a student with a valuable experience of independent research, analysis, and reporting that will enhance grasp of a subject and develop the motivation, skills, and discipline of independent work.

Internship: A short-term work experience that provides the student with the opportunity to gain experience in a specific field or career area. An internship can be paid or unpaid and can vary in hours and length.

Medical Benefit Plan: A plan that provides for the payment of medical benefits, including, but not limited to, hospital and physician services, prescription drugs, and related benefits. Medical benefit plan does not include health savings accounts, flexible spending accounts, or similar accounts used for health care.

Online Course: A course in which all contact hour learning requirements are met without required face-to-face course sessions.

President: The President of the College, or in the President's absence, the administrator designated to undertake the President's duties.

Workdays: Week days during which the College is open for the conduct of College business.

APPENDIX B: SALARY GRID

**West Shore Community College
Faculty Salary Grid
2020 - 2021**

Adjustment Factor = 2.0%

	I	II	III	IV	V	VI	VII	VIII
	BA	BA+VOC	MA	MA+15	MA+30 MFA	MA+45	MA+60 MFA+MA	Ph.D.
COL INDEX	0.9	0.95	1.00	1.03	1.06	1.07	1.08	1.11
Step 1	41,991	44,323	46,656	48,056	49,455	49,922	50,389	51,788
Step 2	44,663	47,144	49,625	51,114	52,602	53,099	53,596	55,084
Step 3	47,335	49,964	52,594	54,172	55,749	56,276	56,802	58,379
Step 4	50,007	52,785	55,563	57,230	58,896	59,453	60,009	61,675
Step 5	52,680	55,605	58,532	60,288	62,044	62,629	63,215	64,970
Step 6	55,352	58,426	61,501	63,347	65,191	65,806	66,422	68,266
Step 7	58,024	61,246	64,470	66,405	68,338	68,983	69,628	71,562
Step 8	60,696	64,067	67,439	69,463	71,485	72,160	72,835	74,857
Step 9	63,368	66,887	70,408	72,521	74,632	75,337	76,042	78,153
Step 10	66,040	69,708	73,377	75,579	77,779	78,514	79,248	81,448
Step 11	68,713	72,529	76,346	78,637	80,926	81,691	82,455	84,744
Step 12	71,385	75,349	79,315	81,695	84,074	84,867	85,661	88,040
MAX INDEX	1.7	1.7	1.7	1.7	1.7	1.7	1.7	1.7
Step 1	2,672 1	2,821 2	2,969 3	3,058 4	3,147 5	3,177 6	3,207 7	3,296 8

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