

**AGREEMENT BETWEEN**

**HENRY FORD COLLEGE**

**and the**

**HENRY FORD COMMUNITY COLLEGE**

**ADJUNCT FACULTY ORGANIZATION**

**AFT LOCAL 337, AFL-CIO**

**August 25, 2023 – August 17, 2026**

## Table of Contents

PREAMBLE .....	6
Article I .....	6
RECOGNITION .....	6
A. Included Employees: .....	6
B. Excluded Employees: .....	7
Article II .....	7
UNION SECURITY .....	7
A. Union Dues Deductions .....	7
B. Indemnification Against Loss .....	8
Article III .....	9
BOARD-UNION RELATIONS .....	9
Article IV .....	10
BOARD OF TRUSTEES' RIGHTS .....	10
Article V .....	10
NON-DISCRIMINATION .....	10
Article VI .....	11
WORKING CONDITIONS .....	11
A. Personnel Records .....	11
B. Notification of Assignment .....	11
C. Textbooks .....	11
D. Office Space and Access .....	11
E. Supplies and Equipment .....	12
F. Classroom Facilities and Support .....	12
G. Mailboxes .....	12
H. Library Privileges .....	12
I. Disruptive and Violent Students .....	12
Article VII .....	13

ADJUNCT RESPONSIBILITIES.....	13
Article VIII.....	14
CONFLICT OF COMMITMENT.....	14
Article IX.....	14
INTELLECTUAL PROPERTY.....	14
Article X.....	15
RECRUITMENT.....	15
Article XI.....	16
POSTING.....	16
Article XII.....	16
ADJUNCT STATUS.....	16
Article XIII.....	18
TEMPORARY, PART-TIME AND TEMPORARY, FULL-TIME.....	18
Article XIV.....	19
FULL-TIME VACANCIES.....	19
Article XV.....	20
CLASS ASSIGNMENT.....	20
A. Assignment of Classes.....	20
B. Reassignment or Cancellation of Classes.....	21
ARTICLE XVI.....	22
ADJUNCT PERFORMANCE EVALUATION AND NEW HIRE MENTOR PROGRAMS.....	22
Article XVII.....	23
PROFESSIONAL DEVELOPMENT.....	23
Article XVIII.....	26
LEAVE OF ABSENCE.....	26
Article XIX.....	26
PERSONAL DAY, SICK LEAVE, AND BEREAVEMENT.....	26
Article XX.....	28

EMERGENCY CLOSING.....	28
Article XXI.....	28
EMPLOYEE ABSENCE DURING PANDEMICS .....	28
Article XXII.....	28
MILEAGE.....	28
Article XXIII.....	28
SALARY DEFERRAL PLANS.....	28
Article XXIV.....	29
STATUTORY BENEFITS.....	29
Article XXV.....	29
PAY DATES.....	29
Article XXVI.....	30
ATTENDANCE .....	30
Article XXVII.....	30
DISCIPLINE AND TERMINATION .....	30
Article XXVIII.....	31
NOTIFICATION OF NON-ASSIGNMENT.....	31
Article XXIX.....	32
SPECIAL CONFERENCES.....	32
Article XXX.....	32
GRIEVANCE PROCEDURE AND ARBITRATION .....	32
B. Statement of Basic Principles.....	32
Article XXXI.....	35
TUITION REIMBURSEMENT.....	35
Article XXXII.....	36
SALARY .....	36
Article XXXIII.....	37
DURATION.....	37

Article XXXIV.....	37
PRINTING AND DISTRIBUTION OF THE AGREEMENT .....	37
SIGNATORIES OF AGREEMENT .....	38
Appendix A .....	39
SALARY SCHEDULE .....	39
Appendix B .....	40
EXTENSION OF AGREEMENTS .....	40
INDEX.....	41

## **PREAMBLE**

This Agreement is entered into on this day of September 18, 2023, by the Board of Trustees of Henry Ford 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 August 25, 2023, ending August 17, 2026.

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 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 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;
  - g.** Advisors;
  - h.** Clinical Lab Professional – Nursing

## **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 noncredit 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 (1) year;
  - b. Part-time instructors funded by non-ongoing grants of up to two (2) 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 (20) work days in a Fall, Winter, or Summer semester; and
11. All other employees.

## **Article II UNION SECURITY**

### **A. Union Dues Deductions**

1. The Board shall adopt one (1) month's current uniform and periodic Henry Ford Community College Adjunct Faculty Organization's dues from the pay of each bargaining unit member who voluntarily executes and delivers to the Board a form authorizing such deductions. The Union shall notify the Board of the dues as a percentage of pay amount,

in writing, and any changes thereto shall be implemented by the end of the month following its receipt of the notice.

2. Payroll deductions shall be made only from the base of the bargaining unit member's pay on each pay date, provided, the initial deduction for any bargaining unit member shall not begin unless both (1) voluntary authorization for deduction of union dues and (2) the certification of the union's financial officer as to the percentage amount of the periodic union dues has been delivered to the Office of Human Resources at least fifteen (15) calendar days prior to the last pay date of the calendar month in which the change is to become effective.
3. Membership in, and paying dues to, the Union is voluntary is not a condition of employment. Further, notwithstanding any provision of this Agreement or any other document, a bargaining unit member may revoke any dues deduction authorization previously made, as well as his or her Union membership at any time by written notification to the AFO and the Office of Human Resources. Dues deductions shall terminate when a revocation has been delivered to the Office of Human Resources by the end of the following calendar month.
4. All sums deducted by the Board shall be monthly remitted to the financial officer of the Union by the 15th day of the month following the month in which the deductions are made, together with a list of names in the amounts deducted for each bargaining unit member for whom deductions were made.
5. The Board shall not be liable to the Union by reason of this article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the bargaining unit member. Without limiting the below indemnification provision, the Union also shall indemnify and save the Board harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this article, or in reliance on any list, notice, certification, or authorization furnished under this article.

#### **B. Indemnification Against Loss**

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 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 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 Faculty Organization of Henry Ford College, shall be appointed by the Union.
- D.** Upon request, the President of Henry Ford 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. The Employer will provide to the Union, at no cost to the Union, monthly membership reports which coincide with payroll dates, throughout the semester. The report shall include the following data elements in an electronic format (if available): Employee name, ID number, step, lane, per contact hour compensation, or per hour compensation if non-teaching assignment, primary position, College email address, home address, and home telephone number, if available, credit hours and contact hours taught in the current semester. The monthly updated and final report will flag any changes in status in comparison to the previous report.

**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 age, race, color, religion, national origin, marital status, pregnancy, sex/gender, gender identity, gender expression, gender transitioning, sexual orientation, political affiliation or belief, weight, height, disability, familial status, veteran status, genetics, or any other protected status or membership in, 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 Educational and Employment Opportunities and Non-Discrimination policy.

**Article VI**  
**WORKING CONDITIONS**

**A. Personnel Records**

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

**B. Notification of Assignment**

Each semester that an Employee is teaching, the Employees will be provided with notification of their class assignments, either in hard copy or electronically, which specifies the classes and sections assigned to the Employee.

**C. Textbooks**

Except in courses/sections where texts are mandated, an Employee will have the right to select a text of their 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.

**D. 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. 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.

The College or department will provide adequate facilities for private conferences between Employees and students.

**E. Supplies and 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 their employment obligations. Network computer access will be made available without charge for purposes directly related to the Employee's employment obligations.

**F. Classroom Facilities and Support**

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

**G. Mailboxes**

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

**H. Library Privileges**

Employees who are teaching in a given semester will be afforded borrowing privileges afforded other teaching faculty. Active Employees may initiate their borrowing privileges by obtaining a library card at the campus library, and such borrowing privileges shall automatically renew annually for a minimum period of three years so long as the Employee remains in an active status as of the beginning of each calendar year. 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.

**I. Disruptive and Violent Students**

College policies regarding disruptive and violent students will be rigorously enforced.

**Article VII**  
**ADJUNCT 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.** Make a reasonable effort to participate in professional development activities in order to identify and implement effective teaching strategies that foster student learning.
- 3.** Make a reasonable effort to foster honest academic conduct and ensure that his or her evaluations of students reflect each student's performance.
- 4.** Demonstrate respect for students as individuals and foster a respectful atmosphere in the classroom or an online learning environment.
- 5.** Treat all students with respect and fairness without regard to age, race, color, religion, national origin, marital status, pregnancy, sex/gender, gender identity, gender expression, gender transitioning, sexual orientation, political affiliation or belief, weight, height, disability, familial status, veteran status, genetics, protected status or membership in, participation in, or association with the activities of any student organization, or any other status protected by law.
- 6.** Demonstrate mastery of course material, come to class prepared to teach the day's lesson (including preparing all handouts, exams or other materials before the start of class), and present the material conscientiously.
- 7.** Teach course(s) in accordance with the description in the Course Master and in accordance with Department and/or standardized course policies. It is recognized that the methods, procedures, and interpretations of various instructors may differ.
- 8.** Make himself or herself available for student consultations and provide guidance to students to promote student learning and success.
- 9.** Meet all scheduled classes and final examinations as scheduled.
- 10.** Grade and return written work to students in a timely manner. Maintain appropriate records of students' attendance, intermediate, and final grades; submit required reports and final grades to the appropriate office by the scheduled deadlines.
- 11.** Develop an effective course syllabus, following the guidelines of College policies and incorporating required elements of the course master; submit the master syllabus

electronically via the College approved on-line course system (e.g. Concourse); post the syllabus to the approved Learning Management System (e.g., Moodle); post any modifications or updates to the syllabus to the approved Learning Management System in a timely manner; adhere to the written syllabus throughout the semester, within reasonable limits; participate in the College course and program evaluation process.

12. Be informed of the College's support services for students and recommend their use, when advisable.
13. Make every reasonable effort to attend scheduled staff meetings.
14. Behave appropriately in dealing with students and staff so as to maintain a scholarly and professional atmosphere.
15. Notify the academic administrator as per policy as soon as possible if unable to meet scheduled class session.
16. Successfully complete applicable Learning Management System ("LMS") training at the College as assigned; Successfully complete Preparing to Teach Online ("PTTO") training at the college as assigned.

#### **Article VIII CONFLICT OF COMMITMENT**

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

#### **Article IX INTELLECTUAL PROPERTY**

- A. A course offered by the College and the materials developed to meet the requirements for College approval of a course (course master, 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 property of the College unless the Employee and the College otherwise mutually agree in writing prior to development of said course materials.

- 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 there from, 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 unless the Employee and the College otherwise mutually agree in writing prior to development of such product.
- 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 X RECRUITMENT**

Henry Ford 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, in accordance with the Higher Learning Commission's (HLC) academic hiring requirements.

- A. 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.
- B. The College and the Union will notify Employees who do not have an official transcript on file with the Office of Human Resources. Employees who do not have an official transcript on file with Office of 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 XI  
POSTING**

If an Employee is interested in part-time teaching in another division/department, he or she must complete an on-line application in the applicant tracking system.

**Article XII  
ADJUNCT 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 the employee has completed a minimum of forty-eight (48) weekly contact hours.
  - 3. If the Employee has a non-teaching assignment or is paid on a clock hour basis, the probationary period will continue for a period of eight (8) working semesters or three (3) years, whichever is longer, and a minimum of 800 hours have been completed.

4. For purposes of this provision there shall be three (3) semesters to the academic year: Fall, Winter, and Summer semester.
5. After the probationary period has ended, an Employee shall be referred to as a Senior Adjunct (SA) .
6. The forty-eight (48) weekly contact hours of probation must be served within the same Division of the College. To qualify as a SA in two (2) different Divisions, the Employee must complete the requirements listed in B.2. and B.3. above in each Division.

### **C. Seniority**

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

1. The Office of Human Resources will maintain a posted list that ranks Senior Adjuncts and Probationary Adjuncts according to total service points. Each list will include all qualified personnel by instructional discipline or job classification. The lists will be updated each semester and session and will be made available upon request of a faculty member.
2. Teaching Employees will be given one seniority service point for each “weekly contact hour” they have taught since (and including) the Spring/Summer, 2003 semester. A “weekly contact hour” is roughly equivalent to a credit hour, but there are courses that involve more weekly contact hours than credit hours. For Employment prior to the Spring/Summer, 2003 semester, and presuming no break in seniority, the Employee will be given ten (10) seniority service points credit for each semester in which he or she taught at least one three-credit hour course. The actual date of hire on record will be adjusted to January 1, May 1 and August 1 of the year of hire to reflect the start of the appropriate semester that employment began. The lists for Employees in non-teaching positions will be constructed in a similar manner. Advisors, Counselors, Librarians, Job Placement Officers and other non-teaching Employees will be given credit for one seniority service for each 33 hours worked since the Spring/Summer, 2003 semester and ten (10) points per semester prior to that time.
3. In the event an Employee teaches in more than one (1) discipline, points awarded in one (1) discipline shall not be used for placement on the seniority list in any other discipline.
4. An Adjunct teaching at the College who has earned seniority points in more than one discipline shall retain their seniority points in any discipline in which they remain qualified to teach by the Higher Learning Commission standards.
5. For purposes of establishing placement on a list, represented Librarians, Counselors, Advisors, Clinical Lab Professionals-Nursing and other Employees not teaching courses,

every 33 hours of employment at the College shall count as one (1) service point. In the event that a qualified retired full-time Employee returns to the College as an Adjunct, he or she shall have seniority calculated for all qualified employment prior to retirement using the same formula as any other AFO member and shall be subject to all other stipulations, restrictions, rights and privileges in this Agreement.

6. For purposes of this section, it is understood that the Clinical Lab Professional-Nursing is deemed to be a separate discipline.
  7. An employee of the College who resigns from a full-time tenured faculty position and returns to teach as an Adjunct within three (3) years from the date they last taught will be established as a Senior Adjunct and credited with thirty (30) seniority points for each full academic year taught at the College, prorated for any partial academic years.
- D. An Employee who resigns or is terminated from employment will be removed from all seniority lists. An Employee who has not applied for work, has declined work, and/or has not been offered any work, shall remain on the appropriate list for three (3) years from the date that he or she last earned service points. An AFO retiree who returns to the College shall retain his or her place on the appropriate list(s).

### **Article XIII**

#### **TEMPORARY, PART-TIME AND TEMPORARY, FULL-TIME**

- A. 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 XXXII.A., Salary.  
Similarly, an AFO unit member who is appointed to a represented interim administrative position shall accumulate AFO seniority for the hours worked in that position and shall have the right to be assigned classes or hours in the corresponding semester(s) after returning to the AFO bargaining unit.
- B. In filling temporary part-time positions, preference will be given to members of the AFO bargaining unit currently on the seniority list based on qualifications, seniority, performance of teaching responsibilities as listed in Article VII, and availability at the required times.
- C. In filling temporary, full-time positions, the College will notify the AFO and all qualified Senior Adjuncts of temporary, full-time openings and the period of time that the Senior Adjuncts

must express their interest for consideration in writing to the appropriate-Associate Dean. Consideration will be given to current Senior Adjuncts based on qualifications, seniority, performance of teaching responsibilities as listed in Article VII, and availability. While the Associate Dean retains discretion in hiring a temporary full-time Employee, the Associate Dean must provide a written explanation to the Office of Human Resources and the AFO if the decision is to hire an external candidate. If the Union is not provided with the aforementioned written explanation within forty-eight (48) hours of the decision, the hiring decision is grievable.

- D. All semesters worked as a temporary, part-time or temporary, full-time employee shall count toward elimination of the probationary requirement as described in Article XIII.B., Adjunct Teaching Status.

**Article XIV**  
**FULL-TIME VACANCIES**

- A. Full-time faculty vacancies will be announced pursuant to College policy by the Office of Human Resources.
- B. Application for another position, whether within the College or elsewhere, is recognized as a professional right and shall not adversely affect an applicant's status in their present position.
- C. When full-time positions become available, Senior Adjuncts who are qualified and submit a complete application package as described in the job posting will be interviewed in at least an equal number to external candidates interviewed provided that there are sufficient numbers of qualified Senior Adjuncts who apply. The College retains the discretion to make the hire decision and that decision is not subject to the grievance procedure.
- D. Senior Adjuncts who are interviewed for full-time positions will be notified in writing concerning the disposition of their application when a hire decision is made.
- E. A Senior Adjunct who was interviewed by a Search Committee and not selected for a full-time position may request feedback from Human Resources regarding reasons for their non-selection. If the non-selected Senior Adjunct was recommended by the Search Committee as a candidate for further consideration by Administration following the initial interview process, their request will be forwarded to the appropriate Vice President, or their designee, for feedback regarding reasons for their non-selection.

**Article XV**  
**CLASS ASSIGNMENT**

**A. Assignment of Classes**

1. The schedule of class offerings is determined by the Associate Dean for each division for the Fall, Winter, and Summer semesters. Each school or department, with mutual agreement of the Union President or designee, may develop and implement procedures for selection and assignment of available class sections within their respective school or department. In the absence of such mutually agreed procedures, the selection and assignment of class sections shall be governed by the provisions below.
  - a. Within one (1) week after all full-time schedules, including extra-contractual assignments, have been confirmed for a given semester, adjunct faculty members, including senior adjuncts returning from an approved leave of absence, will be notified about open/pending/wait-listed sections that remain.
  - b. The Schools will establish a procedure to communicate class sections electronically.
  - c. Each adjunct faculty member shall have the right to select from open/pending sections on the basis of the seniority list provided by Human Resources. Adjuncts with the most seniority points will have first choice in choosing open sections totaling no more than the contact hour limits of Adjunct Faculty Organization bargaining unit recognition. During this selection process, Adjuncts may also select pending sections without contact hour limitations. The selection process shall continue down the seniority list until all the open/pending sections have been exhausted. In the event that more than one adjunct faculty member requests the same section, the adjunct with the highest seniority who is qualified to teach the course shall be assigned the section. When pending courses open, they will be assigned to the most senior available adjunct who selected the course, provided they are qualified to teach the course and will not exceed the contact hour limits set forth above.
  - d. Classes later added to the schedule will be offered and assigned consistent with the process above.
  - e. An adjunct faculty member who otherwise meets the necessary credentials specified by College policy is “qualified” to teach a course if he or she has satisfactorily taught the same course previously for at least two semesters at the College or if the Associate Dean determines he or she is qualified

- f. Final clinical assignments are determined by the placement site.
- g. Seniority points are determined by the Office of Human Resources.

## **B. Reassignment or Cancellation of Classes**

1. Class Reassignment: Schedule changes should be made as early as possible, preferably one (1) week prior to the beginning of the semester (defined as the first day of class).
2. If a Senior Adjunct's open class is cancelled or reassigned to a full-time faculty or Administrator more than three (3) days before the semester begins, the Senior Adjunct has the right to bump a Probationary Adjunct from a class for which they are qualified to teach in accordance with Section A.1.e above, if the Senior Adjunct notifies the Associate Dean in writing (including email) within twenty-four (24) hours of notification of the cancellation.
3. If cancellation or reassignment to a full-time faculty or Administrator occurs less than three (3) days before the beginning of the semester, no such bumping rights exist, however, the College retains the discretion to allow bumping under this procedure.
4. Cancellation Procedure

Upon cancellation or reassignment of an open class as defined above, the Associate Dean will notify the Senior Adjunct, Human Resources and the Union of the cancellation and that the Senior Adjunct has the right to bump as set forth above. The Senior Adjunct must then:

- a. Consult the AFO website for the current seniority list and identify probationary adjuncts in the appropriate discipline,
  - b. Consult Self Service and review the courses they are qualified to teach which are currently assigned to a probationary adjunct, and
  - c. Notify the Associate Dean in writing (including email) before the deadline of twenty-four (24) hours after notification of the cancellation.
5. In the event of a new full-time salary hire, or an administrator returning to the Local 1650 bargaining unit, reasonable effort will be made to ensure that displaced Senior Adjuncts will be made whole, even if it requires suspension of the normal assignment rules specified in this Article.
  6. If an Employee has a scheduled class cancelled, the Employee will retain his or her place in the assignment sequence for the next semester he or she is scheduled.

7. For purposes of this article, it is understood that Clinical Lab Professional-Nursing assignments are not deemed to be classes.

## **ARTICLE XVI**

### **ADJUNCT PERFORMANCE EVALUATION AND NEW HIRE MENTOR PROGRAMS**

- A. The College Administration may observe and evaluate the performance of Employees. Prior to attaining Senior Adjunct status under Article XII, probationary Employees will be observed and evaluated at least two times, preferably at least once during their first twenty-four (24) weekly contact hours of teaching and again at least once during their second twenty-four (24) weekly contact hours of teaching to afford Employees with timely feedback and opportunity to improve. In addition to classroom observation, Employees will be evaluated with respect to their performance of Adjunct Responsibilities set forth in Article VII. An Employee's movement to Senior Adjunct status is at the sole discretion of Administration and is not subject to the grievance procedure.
- B. The College may place an Employee who is not satisfactorily performing on a Performance Improvement/Action Plan ("PIP"). The PIP shall identify the Employee's performance deficiencies and establish specific performance objectives, against which the Employee's performance shall be regularly evaluated. The PIP shall be of duration sufficient for the Employee to fully demonstrate sustained successful performance, up to two full academic terms of teaching/work. However, the College may extend a PIP where the Employee's course or work load has not provided sufficient opportunity for observation and assessment and/or the College assesses that the Employee has made substantial progress but is not yet fully meeting performance objectives. An Employee who fails to successfully complete their PIP, or who at anytime is assessed as failing to make reasonable progress under their PIP, shall be subject to disciplinary action up to and including termination of employment in accordance with Article XXVII.

While an Employee is working pursuant to a PIP, their selection and assignment of classes under Article XV shall be subject to approval by the College, with the intention to afford the Employee a reasonable opportunity to demonstrate performance improvement while maintaining standards of instructional quality and student success; such Employee will not be eligible to select classes based on seniority under the provisions of Article XV until they have successfully completed their PIP.

- C. A Senior Adjunct may be assigned as a New Hire Mentor to a probationary Employee. To qualify to serve as a New Hire Mentor, an Employee must successfully complete the appropriate four (4) hour training program. Appointment as a New Hire Mentor is at the College's discretion, and not subject to the grievance procedure. An Employee who completes the training program may qualify for payment for professional development as provided in Article XVII.
- D. An appointment as a New Hire Mentor will last not less than two (2) semesters and may be extended at the College's discretion. If a Senior Adjunct is assigned as a mentor in the New Hire Mentor Program, they shall be compensated from Professional Development funds as set forth in Article XVII.

### **Article XVII**

#### **PROFESSIONAL DEVELOPMENT**

- A. The College will budget for professional development activities for adjunct faculty members in each fiscal year as described below.
  - 1. No later than September 30, 2023 the College will add up to \$97,250 to the Adjunct Professional Development Fund.
  - 2. No later than September 30, 2024 the College will add up to \$97,250 to the Adjunct Professional Development Fund.
  - 3. No later than September 30, 2025, the College will add up to \$97,250 to the Adjunct Professional Development Fund.
- B. **Training and Development Reimbursement**
  - 1. **Center for Teaching Excellence and Innovation and Other Approved Professional Development Activities.**

Each eligible Employee may request up to \$600.00 per the fiscal year, reimbursed at a rate of \$35.00/hour, for any combination of the following:

    - a. On-campus professional development provided through the CTEI (Center for Teaching Excellence and Innovation) or the Office of Academic Services and/or
    - b. Other professional development activities, including the Professional Issues Conference, related to an employee's instructional practice or discipline that are provided on-line, on-campus, or off-campus (including reasonable travel costs as appropriate) when assigned or approved in advance by the employee's Dean or

Associate Dean. Evidence of completion, as determined by the Dean or Associate Dean, is required to receive payment.

## **2. Conference Fees, Books/Periodicals, Professional Memberships, or Certifications**

Each eligible Employee may request reimbursement, up to a maximum of \$600 in the fiscal year, for any combination of the following:

- a. one conference registration fee annually;
- b. the purchase of books, professional memberships, and periodicals; and/or
- c. costs associated with the taking of periodical exams required for continued or new certification or renewal of any licenses or certificates in a discipline that the Adjunct teaches, or is otherwise employed to practice.

To be eligible for reimbursement, the above fees/costs for a conference, books, periodicals, professional memberships, and/or certifications must be relevant to the Employee's discipline and to the goals of the College.

## **3. Preparing to Teach Online (PTTO) and Learning Management System (LMS) Training**

Employees who are approved and successfully complete the "Preparing to Teach Online" (PTTO) course will be paid a stipend of \$300.00. Employees who are approved and successfully complete the full Learning Management System (LMS) Training program (e.g., "Moodle") will be paid a stipend of \$250. Refresher training for either PTTO or LMS may be completed, when assigned or approved in advance by the Employee's Dean or Associate Dean.

## **4. Mentor Training**

Employees can receive training as a mentor under the New Hire Mentor Program described in Article XVI. Employees successfully completing the adjunct mentor training will be compensated at a rate of \$35.00 per hour, up to a maximum of \$140.00. This amount is in addition to the amount referenced in Section B.1 above.

## **C. Service to the College**

### **1. Mentoring**

Senior Adjuncts who qualify and are assigned as a mentor under the provisions of Article XVI will be compensated from the Professional Development Fund up to \$200.00 per two-semester mentoring assignment, with an additional \$50.00 per semester if the assignment is extended to a third (3rd) or fourth (4th) semester, to a maximum of \$300. This compensation is not subject to the limitations listed in Section B.1 above.

## **2. Governance, Committees, and Meetings**

- a. Senior Adjuncts shall be reimbursed \$35.00 per hour, up to a maximum of \$140 per semester for each semester that they officially serve on a Standing Committee of the Faculty Organization. This compensation is not subject to the limitations listed in Section B.1 above.
  - b. Employees attending a Faculty Organization, School, or Departmental meeting shall earn \$35.00 per hour up to a maximum of \$50.00 per meeting and \$500 per semester.
  - c. Employees serving on ad hoc or standing Departmental, School, or College committees shall be compensated at a rate of \$35.00 per hour, up to a maximum of \$500 per committee assignment per semester.
  - d. Employees serving on a joint administration-Faculty Organization task force shall earn \$35.00 per hour up to a maximum of \$1,000 per semester.
  - e. Employees serving on a hiring Search Committee shall be compensated with a stipend of \$500 per completed committee assignment. Employees who complete service on an Executive Search Committee (VP or above) shall be compensated with an additional \$250 stipend.
  - f. Senior Adjuncts sitting on the Faculty Senate shall be compensated with a stipend of \$2,250 for a year of service. The Stipend will be prorated for service less than a full year.
- D.** Employees wishing to use Professional Development funds must make formal application through their Associate Dean/Director 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 or other on-line or off-campus professional development activities, proof of attendance at the conference/activity will be required. Approved requests for reimbursement/compensation payment from the Professional Development Fund must be submitted to the Office of Human Resources no later than forty-five (45) calendar days after the expenses are incurred or the activity is successfully completed, whichever is later, to be eligible for payment. Available Professional Development funds will be distributed on a first-come, first-served basis.
- Employees may only request reimbursement for expenses personally incurred. A request for reimbursement for expenses paid or reimbursed by another person or entity will be denied, and the person making such request shall be subject to discipline.
- E.** Any amount not used in any budget year shall be rolled over for use in the following budget year, provided that the total balance of the Adjunct Professional Development Fund shall not exceed a maximum funding level of \$150,000. Once the maximum funding level is reached, any excess rollover funds and/or additional funds allocated under Section A of this Article will be returned to the College's general fund. Reimbursement/compensation requests received

after May 15<sup>th</sup> in a fiscal year may be paid from the Professional Development Fund in the subsequent fiscal year without any adjustment to the funds allocated under Section A of this Article. The College will provide the Union an Annual Report of the Adjunct Professional Development Fund within 60 days after the conclusion of each fiscal year, including disbursements and the final fund balance.

- F. The College will approve professional development spending beyond the established maximum Professional Development Funding level in the event the College imposes requirements (e.g., mandated training on a new LMS) that would otherwise exhaust the Professional Development Fund.

### **Article XVIII LEAVE OF ABSENCE**

A Senior Adjunct may take an unpaid Leave of Absence for up to one (1) year for any reason with a maximum of one (1) 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 (1) 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 including Article XII., Adjunct Teaching Status and Article XV., Assignments, as well as the provisions of the Uniformed Services Employment and Reemployment Rights Act.

Jury duty leave shall be granted to an adjunct instructor called for jury duty service provided the Board shall only be obligated to pay an amount equal to the difference between the adjunct instructor's salary as computed on a daily basis and the daily jury duty fee paid.

### **Article XIX PERSONAL DAY, SICK LEAVE, AND BEREAVEMENT**

#### **A. Personal Day**

An Employee shall be granted one (1) paid personal day, defined as one (1) calendar day, each semester that he or she teaches. During Summer term, employees shall be granted one (1) personal day, provided that an employee who teaches two eight (8) week sessions shall be granted one (1) personal day during the first eight (8) week session and one (1) personal

day during the second eight (8) week session. Personal days are provided for personal business of a non-profit nature that cannot be performed outside of scheduled College hours. Other than in the case of an emergency, an Employee shall notify administration in advance of their use of a personal day. It is expected that the Employee will ensure that all coursework is covered during the semester or session.

An Employee working as clinical faculty in the School of Health and Human Services who does not use a personal day during the semester will be compensated for one (1) unused personal day or may request to roll the unused personal day into their Sick Leave bank if eligible.

**B. Sick Leave**

A Senior Adjunct who does not use a personal day during the semester may request to roll one (1) unused personal day into their personal Sick Leave bank. Each unused personal day rolled into an employee's Sick Leave bank will be recorded as one (1) hour of Sick Leave, and each recorded hour of Sick Leave shall equate to one (1) calendar day of Sick Leave, or "Sick Leave Day." Employees may use up to two (2) Sick Leave Days from their Sick Leave bank for absences due to a qualifying illness, in addition to their personal day, per semester. Unused Sick Leave Days will be allowed to accumulate.

A qualifying illness is an employee's personal illness or injury substantiated by documentation from a medical provider establishing that the employee is unable to work.

The College shall establish a process for requests to roll unused personal days to Sick Leave, and eligible employees must submit their requests no later than thirty (30) calendar days after the date on which final grades are due for the semester in which the personal day was not used.

**C. Bereavement**

Any Senior Adjunct who has experienced a death in the immediate family in a semester that he or she is employed by the College will be permitted up to a total of three (3) personal days in that semester for bereavement. Immediate family in this context shall be defined as: spouse, child, father, mother, brother, sister, and step of the above.

**Article XX**  
**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 coursework is covered during the semester or session.

**Article XXI**  
**EMPLOYEE ABSENCE DURING PANDEMICS**

The College will implement policies and procedures consistent with recommendations of Federal, State and local health authorities concerning self-isolation of infected persons during pandemics. Employees will not be docked for absence due to a pandemic-related illness during a nationally declared pandemic.

**Article XXII**  
**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.

**Article XXIII**  
**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 IRS through election in any one or combination of plans. The Employee is solely responsible for legal and tax liabilities associated with exceeding IRS maximum contribution amounts.

**Article XXIV**  
**STATUTORY BENEFITS**

All Employees are afforded those benefits required by law.

**Article XXV**  
**PAY DATES**

The College shall distribute salary to Employees employed for a full sixteen (16) week semester in four (4) equal installments during the Fall semester and in five (5) equal installments during the Winter semester.

- A.** For Employees employed in the Fall semester, the first pay date shall be on September 22. The last pay date of the Fall semester will be on December 22.
- B.** For the Winter semester, the first pay date shall be on January 22. The final pay date shall be on May 22.
- C.** There will be nine (9) pay dates altogether for Employees employed both in the Fall and Winter semesters: September 22, October 22, November 22, December 22, January 22, February 22, March 22, April 22, and May 22.
- D.** For employees employed for terms during the Fall and Winter that are shorter in duration than sixteen (16) weeks (eight (8) or twelve (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 September 22. For Employees employed for first eight (8) week semester during the Winter, salary shall be distributed in three (3) equal installments. The initial pay date shall be on January 22.
  - 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 November 22 (Fall) and 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 for the Fall semester and four (4) equal installments for the Winter semester. The initial pay date shall be on October 22 (Fall) and February 22 (Winter).

- 4. There shall be four (4) pay dates during the Summer semester. The pay dates shall be approximately every four (4) weeks and determined in conjunction with Human Resources, Payroll, and the Union.
- E. If the pay date falls on a scheduled day the College is closed (i.e. holiday or weekend), the pay date will be the last business day prior to the pay date. If the pay date falls on a day the College is closed for unscheduled reasons, the pay date will be not later than two (2) business days after the College is reopened.
- F. All pay will be direct deposited or paid via P-Card.

**Article XXVI  
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, illness, or personal day 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 or her compensation reduced by an amount equal to the total hours absent.
- D. Personal vacations or other leaves which interfere with scheduled course instructions may not be taken during the academic semester.
- E. Unreported absences will lead to disciplinary action up to and including termination of employment.

**Article XXVII  
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. Typically, a Performance Improvement Plan is developed and implemented in the “Written Reprimand” stage. It is understood, however, that nothing is intended to prevent academic administration from bypassing the progression of disciplinary steps for more serious offenses. 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 XXVIII**  
**NOTIFICATION OF NON-ASSIGNMENT**

Senior employees that are not offered employment in a semester shall be notified of that decision by letter. The letter shall be sent by email to the employee’s Henry Ford College email account. The letter shall specify the reason(s) for non-assignment. The letter shall be sent as soon as practicable.

**Article XXIX**  
**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 XXX**  
**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 fourteen (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 under the rules of the American Arbitration Association (AAA).

- 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. Any grievance falling under Article XXX (Grievance) of this Agreement (that is, any grievance which complains of a violation, misinterpretation, or misapplication of any provision of this Agreement) shall be subject to final and binding arbitration. The arbitrator shall confine the opinion to the sole question of whether or not there has been a violation, misinterpretation or misapplication of any provision of this Agreement. The arbitrator shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board or Administration. The arbitrator's award shall be final and binding upon its delivery to both of the parties.
- 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.
- e. The arbitration clause of this grievance procedure shall not be used to resolve impasses in the negotiation of a successor collective bargaining agreement.
- f. Any agreement reached through the grievance procedure must be implemented as soon as conditions and circumstances make possible. When conditions and circumstances permit, such a decision shall be implemented within thirty (30) calendar days.

#### **Article XXXI**

#### **TUITION REIMBURSEMENT**

Senior adjuncts, their spouse, or their dependent children (per IRS code) shall be eligible for tuition reimbursement for credit classes at Henry Ford College as follows:

- A grade of "C" or better is earned in the course(s).
- Senior adjuncts may be reimbursed for up to six (6) credits per semester at the current in-district tuition rate.
- Course fees and books are not eligible for reimbursement.

- Tuition statement and transcripts must be submitted to the Office of Human Resources by January 30 to be reimbursed for courses taken during the Fall semester, May 30 to be reimbursed for courses taken during the Winter semester, and September 30 to be reimbursed for courses taken during the Summer semester.

**Article XXXII**  
**SALARY**

- A.** Effective with the Fall 2023 semester, a three-step Salary Schedule shall be implemented. (See Appendix A for Salary Schedules.)
- 1.** Lanes that recognize academic degree achievement shall be maintained.
  - 2.** Probationary Employees shall be paid at the Probationary Adjunct (PA) rates of pay. Upon completion of their probationary period (48 total weekly contact hours), an Employee will advance to the Senior Adjunct I (SA-I) rate of pay commencing with the start of the next semester. Upon completion of seventy-two (72) total weekly contact hours, an Employee will advance to the Senior Adjunct II (SA-II) rate of pay commencing with the start of the next semester.
  - 3.** An Employee who completes their probationary period in one Division and advances to an SA rate of pay shall be paid their SA rate in other Divisions regardless of whether they have attained Senior Adjunct status within such Divisions.
  - 4.** The existing practice of compensating Employees two (2) Contact Hours for the final exam shall be maintained. These Contact Hours do not count toward weekly contact hours applied toward probationary period or Step advancement.
  - 5.** 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 the SA-II rate of pay. The College may implement a process for placing other new hires on a step commensurate with their relevant experience.
- B.** Nurses and other health career professionals supervising clinical rotations shall be paid based on the Teaching Adjunct Salary Schedule.
- C.** By specific agreement with the HFCC Federation of Teachers, AFT Local 1650, the premiums described in this article and any special payments to senior adjuncts for providing mentoring services or for service on College, Divisional or Departmental Committees will not in and of

themselves be used as the basis of determining that an individual is eligible for temporary membership in Local 1650.

**Article XXXIII**

**DURATION**

This Agreement shall remain in full force and effect beginning August 25, 2023, until midnight on August 17, 2026.

**Article XXXIV**

**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 100 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 website.

**Article XXXV**

**SUPERSESION OF PRIOR AGREEMENTS**

Upon its effective date, this Agreement supersedes and terminates all other agreements between the Parties executed prior to August 25, 2023, unless expressly extended or re-executed by the Parties in writing.

## SIGNATORIES OF AGREEMENT

### For the College

Mark Tade  
Assistant Director  
Employee and Labor Relations  
Negotiations Chair

Michael Nealon  
Vice President  
Academic Affairs

Lisa Bradley  
Executive Director  
Human Resources

### For the Union

Edgar Johns  
Vice President, AFO  
Negotiations Chair

Lynn Boza  
President, AFO

Sherry Morgan  
Financial Records Secretary, AFO

**Appendix A**  
**SALARY SCHEDULE**

<b>AFO Salary Schedule</b>							
<b>2023-2024</b>							
<b>Step</b>	<b>Teaching</b>				<b>Non-Teaching</b>		
	<b>LMA</b>	<b>MA</b>	<b>MA+</b>	<b>PHD</b>	<b>Advisor</b>	<b>LMA</b>	<b>MA</b>
PA	\$51.81	\$54.04	\$56.28	\$58.53	\$30.69	\$30.69	\$37.08
SA-I	\$55.72	\$58.10	\$60.52	\$62.93	\$33.01	\$33.01	\$39.88
SA-II	\$59.90	\$62.49	\$65.07	\$67.65	\$35.49	\$35.49	\$42.89

<b>AFO Salary Schedule</b>							
<b>2024-2025</b>							
<b>Step</b>	<b>Teaching</b>				<b>Non-Teaching</b>		
	<b>LMA</b>	<b>MA</b>	<b>MA+</b>	<b>PHD</b>	<b>Advisor</b>	<b>LMA</b>	<b>MA</b>
PA	\$53.88	\$56.19	\$58.53	\$60.87	\$31.92	\$31.92	\$38.57
SA-I	\$57.95	\$60.43	\$62.94	\$65.44	\$34.33	\$34.33	\$41.47
SA-II	\$62.29	\$64.99	\$67.67	\$70.36	\$36.91	\$36.91	\$44.60

<b>AFO Salary Schedule</b>							
<b>2025-2026</b>							
<b>Step</b>	<b>Teaching</b>				<b>Non-Teaching</b>		
	<b>LMA</b>	<b>MA</b>	<b>MA+</b>	<b>PHD</b>	<b>Advisor</b>	<b>LMA</b>	<b>MA</b>
PA	\$56.04	\$58.45	\$60.87	\$63.30	\$33.19	\$33.19	\$40.11
SA-I	\$60.27	\$62.84	\$65.46	\$68.06	\$35.70	\$35.70	\$43.13
SA-II	\$64.78	\$67.59	\$70.37	\$73.17	\$38.39	\$38.39	\$46.39

**Appendix B**  
**EXTENSION OF AGREEMENTS**

Pursuant to Article XXXV of this Agreement, the Parties expressly extend the agreements listed below beyond the effective date of this Agreement in accordance with the provisions contained within such agreements.

1. Letter of Agreement Regarding Hiring and Retention Incentive Payments for Adjunct Nursing Faculty

# INDEX

<p style="text-align: center;"><b>A</b></p> <p>Academic Year ..... 17</p> <p>ADJUNCT RESPONSIBILITIES..... 13</p> <p>ADJUNCT STATUS..... 16</p> <p>ATTENDANCE ..... 30</p> <p style="padding-left: 20px;">Cancellation of Class..... 30</p> <p style="padding-left: 20px;">Substitute Instructors ..... 30</p> <p style="text-align: center;"><b>B</b></p> <p>Bereavement ..... 27</p> <p>BOARD OF TRUSTEES' RIGHTS ..... 10</p> <p>BOARD-UNION RELATIONS ..... 9</p> <p style="text-align: center;"><b>C</b></p> <p>CLASS ASSIGNMENT..... 20</p> <p style="padding-left: 20px;">Assignment of Classes ..... 20</p> <p style="padding-left: 20px;">Cancellation..... 21</p> <p style="padding-left: 20px;">Reassignment ..... 21</p> <p>Classroom Facilities and Support..... 12</p> <p>CONFLICT OF COMMITMENT..... 14</p> <p>Course Master ..... 13</p> <p>Credentials..... 16</p> <p style="text-align: center;"><b>D</b></p> <p>DISCIPLINE AND TERMINATION ..... 30</p> <p style="padding-left: 20px;">Just Cause ..... 31</p> <p>Disruptive and Violent Students ..... 12</p> <p>DURATION OF CONTRACT..... 37</p> <p style="text-align: center;"><b>E</b></p> <p>EMERGENCY CLOSING ..... 28</p> <p style="text-align: center;"><b>F</b></p> <p>FULL-TIME VACANCIES..... 19</p> <p style="text-align: center;"><b>G</b></p> <p>GRIEVANCE PROCEDURE AND ARBITRATION ..... 32</p> <p style="padding-left: 20px;">Arbitration ..... 34</p> <p style="padding-left: 20px;">Formal Grievances ..... 33</p> <p style="padding-left: 20px;">Grievance Definition..... 32</p> <p style="padding-left: 20px;">Informal Preliminary Stage..... 33</p>	<p style="text-align: center;"><b>I</b></p> <p>INTELLECTUAL PROPERTY..... 14</p> <p style="padding-left: 20px;">Distance Education..... 15</p> <p style="text-align: center;"><b>L</b></p> <p>LEAVE OF ABSENCE..... 26</p> <p>Library Privileges ..... 12</p> <p style="text-align: center;"><b>M</b></p> <p>MILEAGE ..... 28</p> <p style="text-align: center;"><b>N</b></p> <p>NEW HIRE MENTOR PROGRAMS..... 22</p> <p>NON-DISCRIMINATION..... 10</p> <p style="text-align: center;"><b>O</b></p> <p>Office Space..... 11</p> <p style="text-align: center;"><b>P</b></p> <p>PANDEMICS ..... 28</p> <p>PAY DATES ..... 29</p> <p>PERFORMANCE EVALUATION..... 22</p> <p>Personal Day..... 26</p> <p>Personnel Records..... 11</p> <p>PRINTING AND DISTRIBUTION OF THE AGREEMENT..... 37</p> <p><b>Probationary Period</b> ..... 16</p> <p>PROFESSIONAL DEVELOPMENT..... 23</p> <p style="padding-left: 20px;">Service to the College..... 24</p> <p style="padding-left: 20px;">Training and Development Reimbursement ..... 23</p> <p style="text-align: center;"><b>R</b></p> <p>RECOGNITION..... 6</p> <p style="padding-left: 20px;">Collective Bargaining ..... 6</p> <p style="padding-left: 20px;">Excluded Employees..... 7</p> <p style="padding-left: 20px;">Included Employees ..... 6</p> <p>RECRUITMENT ..... 15</p> <p style="text-align: center;"><b>S</b></p> <p>SALARY ..... 36</p> <p style="padding-left: 20px;">Lanes ..... 36</p>
--	---

Salary Deferral Plans..... 28  
 Step Advancement ..... 36  
 SALARY SCHEDULE ..... 39  
 Senior Adjunct .....17, 36  
**Seniority** ..... 17  
 Seniority Points..... 17  
 Sick Leave..... 27  
 Standing Committee ..... 25  
 SUPERSESION OF PRIOR AGREEMENTS..... 37  
 Supplies and Equipment ..... 12  
 Syllabus ..... 13

**T**

TEMPORARY, FULL-TIME..... 18

TEMPORARY, PART-TIME.....18  
 Textbooks .....11  
 TUITION REIMBURSEMENT ..... 35

**U**

UNION SECURITY ..... 7  
 Union Dues Deductions.....7

**W**

WORKING CONDITIONS.....11