

Summary of New Contract Crucial Points

1.2 Maintenance of Inclusion

You have the right to take off up to two consecutive semesters (excluding summer) and remain in the union retaining all the rights under this Agreement.

2.1 Academic Freedom

You are entitled to “freedom of speech” in your classroom as long as the discussed matter is related to the subject you are teaching.

2.2 Non-Discrimination

The College is prohibited from discriminating against members of our union, including those who have filed grievances or are active in union work.

3.4 Fair Share

Starting Spring 2008 the Association will have the right to collect a “service fee” called Fair Share from those adjunct faculty members who have become eligible to be represented by the union but refused to pay dues.

4.5 Personal Paid Leave

More days off for our members:

- if you teach one or two days a week, you get 2 non-cumulative days off
- if you teach 3 days a week, you get 3 non-cumulative days off
- if you teach 4 or more days a week, you get 4 non-cumulative days off

If you are absent after you have exhausted all your days off, you will be docked the amount equivalent to the effective time of instruction you have missed.

You have to notify the College about your absence in accordance with instructions in Article 4.5.

You ARE NOT responsible for finding your own sub.

6.2 Grievance Procedure

Now you have 20 (instead of 15) days from the day of the occurrence giving rise to the complaint to resolve it informally, and 25 (instead of 15) days from the same day to file a formal grievance.

“Days” mean Monday to Friday when credit classes are in session.

7.1 Discipline

You are **NO LONGER AN AT-WILL EMPLOYEE**. You may be suspended or discharged **only for documented reasons**. Such reasons must be given in writing and are subject to the grievance procedure.

Any disciplinary action (other than suspension or discharge) has to be presented to you in writing and is subject to the grievance procedure. When a written notice of disciplinary action is presented to you, you will have to sign acknowledgement of receipt, but such acknowledgement will not signify anything other than receipt of the notice.

7.2 Representation at Meeting

You have the right to request a union rep of your choice to be present at any investigatory, fact-finding, or disciplinary meeting.

8.1 Evaluation System

- Your work performance may be evaluated based exclusively on classroom observations.
- Classroom observations will occur once every two years. The Dean may decide to schedule additional observations after providing written reasons for his decision.
- A copy of the classroom evaluation form is available on the college’s website for you to view before your evaluation.
- A written report of the classroom observation has to be discussed with and presented to you within 30 calendar days.
- You will have to sign acknowledgement of receipt of the evaluation report, but such acknowledgement will not signify anything other than receipt of the material.
- You have the right to write a response to the evaluation within 14 days of the receipt of the report and have it attached to and filed with the evaluation report in your personnel file

Starting in the 2008/2009 academic year, the Association will be able to participate in the development of the classroom observation form used to evaluate our members. *(See Side Letter to the Contract)*

8.2 Class Assignment

Our members get priority in class assignment over other adjunct faculty.

The College has to assign at least a three-credit-hour class that is most likely to run to our members before providing assignments to other adjunct faculty.

The Dean has the right to decide which class you can teach based on your qualifications, but he can't arbitrarily not make any assignment at all.

If the College decides that your teaching qualifications have ceased to meet its academic credential requirements, you will have the right to have your academic credentials and performance evaluations reviewed by the committee consisting of the College's Chief Academic Officer, your Dean, the HCAFA President and the Grievance Chair. *(See Side Letter to the Contract)*

9.1 Compensation

The compensation schedule reflects the salary percentage increases of 4.7 in 2006/07, 4.5 in 2007/08, 4.3 in 2008/09 and 2009/10.

The amounts shown on the schedule will be paid for each contact hour of instruction that is consistent with the number of credit hours assigned to a course. One credit hour equals 50 minutes of instruction.

You are to be compensated according to the negotiated rate of pay regardless of how many students are enrolled in your class (except large size classes).

9.2 Substitute Pay

\$40 per 50-minute-class period (increase from \$25)

9.3 Independent Study

\$40 per credit hour (increase from \$30)

9.6 Compensation for Cancelled Classes

Our members will get a \$50 stipend for a class that is canceled within 5 calendar days of class start.

Our members will receive a \$250 stipend if the class cancellation will result in the member not receiving any assignment for the semester.

9.12 Professional Development

The College has allocated the following amounts to be available to our members for professional development purposes:

Year 2006/2007	\$15,000
Year 2007/2008	\$20,000
Year 2008/2009	\$20,000
Year 2009/2010	\$25,000

The funds (up to \$320 per member per fiscal year) will be available to those members who provide at least 3 credit hours of instruction in the semester in which the expenses occur.

10.4 Duration of Agreement

The contract will be in effect till August 2010. Your compensation will be retroactively adjusted for Fall 2006.