



Delta College and AFADC
2024-2027
Collective Bargaining
Agreement

Approved by the Board of Trustees – November 12, 2024

Table of Contents

ARTICLE I RECOGNITION	1
1.1 Bargaining Unit Definition	1
1.2 Binding Effect.....	1
1.3 Negotiated Agreement	1
1.4 Entire Agreement	2
ARTICLE II BOARD RIGHTS.....	3
ARTICLE III AFADC RIGHTS	4
3.1 Bargaining Agent	4
3.2 Notice of Members of the Bargaining Unit	4
3.3 Representation.....	4
3.4 Notice of AFADC Representatives	4
3.5 AFADC Use of Facilities, Equipment, Technology, and Other College Resources	5
3.6 AFADC Business	5
3.7 AFADC/Administration Meetings	5
ARTICLE IV RIGHTS AND RESPONSIBILITIES.....	6
4.1 Academic Freedom	6
4.2 Intellectual Property and Proprietary Rights.....	6
4.3 Instruction-Related Responsibilities	6
4.4 Seniority List.....	8
4.5 Non-Instructional-Related Opportunities.....	9
4.6 Required College Training.....	9
4.7 Acceptable Use of College Resources	9
4.8 Communications	9
ARTICLE V GRIEVANCE PROCEDURE.....	10
5.1 Grievance Definition.....	10
5.2 Grievance Purpose	10
5.3 Informal Discussion	10
5.4 Step One.....	11
5.5 Step Two	11
5.6 Step Three – Mediation (Optional).....	12
5.7 Step Four – Binding Arbitration	12

5.8	Miscellaneous	13
ARTICLE VI MEMBER QUALIFICATIONS AND ASSIGNMENTS		15
6.1	Appointment	15
6.2	Member Qualifications and Responsibility for Maintaining Qualifications.....	15
6.3	Selection of Course Preferences	15
6.4	Teaching Assignment	15
6.5	Notification of Course Assignment.....	16
6.6	Teaching Assignment Modifications.....	16
6.7	Course/Section Capacity, Definition of Equated Hour, Length of Class Session, Independent Study and Individual Instruction	17
6.8	Team Teaching	17
6.9	Substitute Teaching and Proctoring	17
ARTICLE VII PROFESSIONAL STANDARDS.....		18
7.1	Professional and Ethical Conduct	18
7.2	Standard for Discipline and Discharge	18
7.3	Disciplinary Process.....	18
7.4	Deactivation from Active Employment	19
ARTICLE VIII COMPENSATION AND BENEFITS		20
8.1	Wages	20
8.2	Professional Development Allowance	21
8.3	Mileage and Travel Expenses	21
8.4	Instructor Absence	21
8.5	Course Enrollment Overloads Payment Computation.....	21
8.6	Fitness and Recreation Center	22
8.7	Employee Assistance Program.....	22
ARTICLE IX MISCELLANEOUS PROVISIONS.....		23
9.1	Conformity to Law.....	23
9.2	Whole Contract	23
9.3	Posting of Agreement.....	23
9.4	Emergency Manager	23
ARTICLE X DURATION OF AGREEMENT		24
APPENDIX A COMPENSATION SCHEDULE.....		25
	2024-2025	25

2025-2026 (3%)	25
2026-2027 (3%)	25
APPENDIX B GRIEVANCE FORM	26

ARTICLE I

RECOGNITION

1.1 Bargaining Unit Definition

The College hereby recognizes the Adjunct Faculty Association of Delta College (“AFADC”) as the sole and exclusive bargaining representative, as defined in Section 11 of Act 379 Public Acts of Michigan, 1965, as amended (“PERA”), of all Adjunct Faculty employed by Delta College who are members of the bargaining unit.

These employees will be referred to in this Agreement collectively as Adjunct Faculty Members of the Bargaining Unit (“Members”). Members include Adjunct Faculty employed by Delta College who have completed at least a total of six (6) or more equated hours over the previous six (6) consecutive semesters, including eligible employees serving in one-semester appointments. Membership will be updated based on review of hours completed twice annually by February 15 and by August 15.

The parties acknowledge that the following College employees are not Members of the AFADC and are excluded from this Agreement: Administrative Professional Staff, Support Staff, , Full-Time Faculty, Lecturer as Needed, emeriti employees, employees who are represented by other Delta College unions, and all other employees, contractors, and volunteers.

1.2 Binding Effect

This Agreement shall be binding upon the parties and shall supersede any policies, procedures, rules, regulations, or practices of the parties that are contrary to, or inconsistent with, the plain meaning of the specific terms in this Agreement.

1.3 Negotiated Agreement

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas 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. The parties may enter into mutually agreed upon memorandums of understanding during the term of this Agreement.

1.4 Entire Agreement

This Agreement supersedes and cancels all previous oral and written agreements between the College and the AFADC and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental to this Agreement shall not be binding upon either party unless executed in writing by an authorized representative of each party.

ARTICLE II

BOARD RIGHTS

AFADC recognizes that the Delta College Board of Trustees and the College President have the responsibility and authority to manage and direct all operations and activities of the College to the full extent authorized by the law and that, except as expressly provided otherwise by the terms of this Agreement, the Delta College Board of Trustees and the College President reserve and retain all such rights. These rights and powers, except as modified by this Agreement, shall include but shall not be limited to the following:

1. Manage and control College business, equipment, and operations and direct the working forces and affairs of the College;
2. Continuation of College rights, policies and practices of assignment and direction of College personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement;
3. Direct the working forces, including the right to hire, promote, lay off, recall, and discipline Members;
4. Provide reasonable provisions for the health, safety, and first aid of College employees, contractors, and students during hours of employment;
5. Determine the services, supplies, and equipment necessary to continue College operations;
6. Determine the placement of operations, production, service, maintenance, and distribution of work and the source of materials and supplies;
7. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;
8. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization, provided that the College shall not abridge any rights from Members as specifically provided for in this Agreement;
9. Establish or eliminate College curricula, courses of instruction, and extracurricular programs except as specifically provided for in this Agreement.

The exercise of these rights is not to be interpreted as abridging or conflicting with any specific provision in this Agreement and shall be limited only by the terms of the Agreement and provisions of law.

ARTICLE III

AFADC RIGHTS

3.1 Bargaining Agent

The College agrees not to negotiate with any union or individual other than the AFADC and its representatives with respect to wages, hours, and terms and conditions of employment for bargaining unit members covered by this Agreement for the duration of this Agreement.

3.2 Notice of Members of the Bargaining Unit

By February 15 and August 15 annually, the College shall notify the AFADC Presidents of all employees who meet the criteria of membership of the AFADC. The notice will include the full name, home mailing address, telephone number, College email address, date of hire, Division/Department, and total equated hours taught for the previous six (6) consecutive semesters for the Member.

3.3 Representation

The AFADC will represent all Members equally, without regard to AFADC membership or dues paying status. In accordance with PERA, neither the AFADC nor the College shall coerce, threaten, or otherwise unlawfully pressure a bargaining unit member to join or refuse to join the AFADC.

Duly authorized AFADC representatives shall be permitted to transact official AFADC business on College property at all reasonable times, provided they shall not interfere with or interrupt institutional operations, Adjunct Faculty members' responsibilities, or incur an expense to the College. Such business shall be consistent with, and not violate, College policy or the law.

3.4 Notice of AFADC Representatives

By July 15 of each year, the AFADC shall notify the College Director of Human Resources and the College President, in writing or email, of its officers and designated representatives.

3.5 AFADC Use of Facilities, Equipment, Technology, and Other College Resources

The College shall designate one bulletin board or adequate portion thereof in each College building with Members' offices for the posting of the AFADC's business, business notices, and social announcements, so long as such use does not violate PERA or the Michigan Campaign Finance Act.

The AFADC shall have access to College technology to communicate with Members and for AFADC business, subject to College acceptable use guidelines. There remains no expectation of privacy with any use of College email or technology. The AFADC and Members shall be permitted to use College facilities for local AFADC business in accordance with the College's building use policies, provided the use is scheduled through the appropriate College office and the use does not interfere with instruction or other student-related matters.

3.6 AFADC Business

The AFADC Presidents or designee will be the primary liaison with College administration on issues impacting the AFADC.

3.7 AFADC/Administration Meetings

At least once every semester during the College fiscal year, and as needed as mutually agreed by the College President and the AFADC, the College President and/or designee will meet with the AFADC President(s) and/or designee to discuss matters of concern to either or both parties.

ARTICLE IV

RIGHTS AND RESPONSIBILITIES

4.1 Academic Freedom

The parties are committed to academic freedom, meaning the freedom of expression and the pursuit of truth in teaching and student learning.

Members are entitled to freedom of expression within the classroom on all matters that are academically relevant to course content as measured by professional standards. However, Members should not introduce into their teaching controversial matters that have no relation to their subject.

Academic freedom gives both Members and students the right to express their views in speech, writing, and through electronic and other communication both on and off campus without fear of sanction and/or institutional censorship unless the manner of expression substantially impairs the rights of others.

Adjunct Faculty will use the class texts and outcome-based course outlines/syllabi that have been designated by the Associate Dean, Dean, or designee. If such materials are not available or do not exist, Members may choose and/or develop materials using a course design that follows the College's guidelines for being outcome-based, with approval by the Associate Dean, Dean, or designee.

4.2 Intellectual Property and Proprietary Rights

Members own the intellectual property rights (i.e. Copyrightable Work) to the works they create unless substantial College resources, materials, or facilities are used in the development of the intellectual property.

Substantial resources means resources of a degree or nature not customarily provided by the College to all employees. Substantial resources includes but is not limited to, dedicated lab space, extended IT support from a College employee, support from a learning designer, additional compensation, or administrative release.

4.3 Instruction-Related Responsibilities

Members are expected to work within their contracted area of competency so that each student is challenged to achieve and learn. Members are expected to work professionally, honestly, and respectfully with their colleagues and all College staff.

1. Members will submit syllabi for each course to the Division Office by the start of the course in the manner determined by the Chief Academic Officer. The start of the course will be considered the starting date and time listed in the official College Course Catalog. Members who are assigned to teach a course within seven (7) calendar days of the course starting date will work with the Associate Dean or designee regarding timely submission of course syllabi.
2. Members will not change the modality of an assigned section without prior written approval of the Chief Academic Officer or designee.
3. Each Member will fulfill routine duties and responsibilities necessary for successful teaching including but not limited to:
 - A. Teaching courses as assigned;
 - B. Fostering and maintaining a learning environment in the classroom conducive to student success;
 - C. Responding to student communications in a timely fashion using College-approved technology when available;
 - D. Providing timely feedback to students and maintaining student grade records in the gradebook feature of the College-approved systems at least weekly;
 - E. Recording attendance in an appropriate manner as determined by College Administration;
 - F. Conducting periodic testing and assessment activities;
 - G. Submitting final grades for all students using the College-approved system.
4. Permission from the Member assigned to a course section is required for a student to register after the official start of that course section.
5. During the initial nonattendance period, a Member shall drop any student who has never attended class. Student attendance may be defined by the College and/or federal guidelines as applicable.
6. After the initial nonattendance period, Members will utilize the current early alert protocol and course management activities, such as contacting students, to identify students in need of additional support. Members agree to provide an academic referral for support to any student they identify as needing additional support.
7. Members will help students succeed but will not be expected to re-teach material or accept late work due to a student's extended absence, consistent with the Member's policies per the course syllabus, or as required by law.
8. Students with Disabilities: If requested by a student, the College will notify appropriate Members of accommodation(s) granted to a student as soon as reasonably practicable following the student's authorization for disclosure, and Members shall comply with such

reasonable accommodations. Accommodations shall not be applied retroactively unless required by law or with mutual agreement of the Office of Disability Services, or a successor office, and the Member.

9. Recordings: Members may include a notice in the course syllabus prohibiting recording of instruction; however, such notice shall specify that students who have a reasonable accommodation to record course content authorized by the Office of Disability Services, or a successor office, may record course content.
10. Academic Coursework Integrity and Grade Disputes: Student academic coursework integrity and grade disputes shall be resolved consistent with College policy. Members involved in formal grade disputes may request the presence of an AFADC representative during any resolution discussions.
11. Disruptive Student Behavior: Members will direct students to the Student Handbook Policy and Procedures regarding Disruptive Students. Members may take action as described in the applicable College procedure handbook.
12. Guest Speakers: Members may invite guest speakers, with prior approval of the appropriate Associate Dean or designee, to supplement or enrich course content when it is appropriate. The Member shall remain present unless pre-approved by the appropriate Associate Dean. Members are not authorized to offer any form of compensation to a guest speaker.
13. Multiple online sections of the same asynchronous course may be merged into a single course shell in the learning management system, if pre-approved by the Associate Dean or designee, for consistent communication of content and announcements. However, interactive learning activities, such as discussion boards, will be maintained within the original section.

4.4 Seniority List

A Member Seniority List will be developed and maintained by Human Resources.

1. Seniority will be determined by the total number of equated hours a Member has taught at the College, with those who have taught the most hours having the most seniority.
2. At the time of ratification of this contract, existing Members will have their seniority determined following the above method in accordance with their original date of hire.
3. The Member Seniority List will be updated twice annually, by August 15 and by February 15. A copy of the updated list will be provided to the AFADC Presidents.

4.5 Non-Instructional-Related Opportunities

1. Members may, but are not required to, participate in the annual College-wide commencement ceremonies.
2. Members may attend Fall and Winter Learning Days and any other available professional development that does not conflict with their assigned teaching schedule.

4.6 Required College Training

The College may require Members to participate in specific College-mandated training such as FERPA compliance, Title IX, cyber security, etc.

4.7 Acceptable Use of College Resources

Members shall use College technology, including but not limited to phone systems, computer systems, and College email, consistent with the College's electronic user agreement, College policies, and acceptable use guidelines. Incidental personal use is permitted, but at no time shall College technology be used for any illegal or improper purposes. The College may monitor College technology use at any time, and there is no expectation of privacy when using College technology of any kind; however, the College administration agrees not to monitor College technology use in an arbitrary or capricious manner.

4.8 Communications

The College acknowledges the importance of communication between Members and their Disciplinary and Division contacts, including communications about changes to curriculum and/or textbooks. To this end, the College encourages direct communications of such changes between such contacts and Members.

ARTICLE V

GRIEVANCE PROCEDURE

5.1 Grievance Definition

A grievance is a claim by a Member, more than one Member, or the AFADC on behalf of a Member that there has been a violation, misrepresentation, or misapplication of any express provision of this Agreement. A grievance may include a claim that a College policy or any existing rule, order, or regulation of the Board, as may apply to a Member or Members, has been applied in conflict with the requirements of this Agreement. A grievance shall be processed as provided in this Article unless otherwise agreed to by the parties.

5.2 Grievance Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, an equitable resolution to a grievance. The proceedings will be kept confidential by the parties to the maximum extent allowable by law. Nothing in this procedure prevents informal consultation or adjustment of any grievance, provided the adjustment is consistent with the terms of this Agreement.

5.3 Informal Discussion

In the event that a Member, group of Members, or the AFADC believes they have the basis for a grievance, the Member, group, or AFADC shall first informally discuss the grievance with the Member's Associate Dean or designee. If the grievance pertains to a group of Members, or if the issue cannot be resolved with the Member's Associate Dean or designee, the Dean or designee will attempt to equitably resolve the grievance.

The written request for this informal discussion shall occur within twenty (20) working days of the date the Grievant(s) or AFADC knew or should have known about the act or condition on which the grievance is based, or the grievance shall be deemed withdrawn. The Associate Dean or designee, as applicable, will schedule and hold a meeting to discuss the grievance within fifteen (15) working days of the request for the informal discussion.

The Associate Dean or designee shall respond to the informal discussion in writing within fifteen (15) working days following the informal discussion or the grievance will automatically proceed to Step One.

5.4 Step One

If the grievance is not resolved informally, it shall be memorialized in writing on the Grievance Form (Appendix B), signed by the Grievant(s) or AFADC and submitted to the Vice President of Instruction and Learning Services (Vice President) within fifteen (15) working days after receipt of the written response from the informal discussion or the date the response was due. If not timely submitted, the grievance shall be deemed withdrawn.

All written grievances shall include:

1. Who is affected by the alleged contract violation;
2. What happened;
3. The date(s) of the alleged contract violation;
4. The location in which the alleged contract violation occurred;
5. What section(s) of the contract have allegedly been violated;
6. What remedy is requested; and
7. The signature of the Grievant(s) and/or appropriate AFADC official.

The Vice President or designee(s) shall, within fifteen (15) working days, schedule and hold a meeting with the Grievant(s) and the AFADC representatives to resolve the grievance.

The Vice President or designee shall respond to the Step One grievance in writing within fifteen (15) working days following the Step One meeting. If the Vice President or designee does not schedule or hold a grievance meeting or does not respond to the Step One grievance in writing within fifteen (15) working days, the grievance will automatically proceed to Step Two.

5.5 Step Two

If the Grievant(s) or the AFADC is not satisfied with the written response at Step One, or if no written response was made within the above timeline, the grievance may be submitted to the College President (President) within fifteen (15) working days of the date the response was due from the Vice President or designee. If not timely submitted, the grievance shall be deemed withdrawn.

The President or designee(s) will have fifteen (15) working days after the receipt of the grievance within which to schedule and hold a meeting with the Grievant(s) and the AFADC representatives in an effort to resolve the grievance.

The President or designee shall respond in writing to the grievance within fifteen (15) working days following the Step Two meeting. If the President or designee does not schedule or hold a grievance meeting or does not respond to the Step Two grievance in writing within fifteen (15) working days, the grievance will automatically proceed to the next step.

5.6 Step Three – Mediation (Optional)

If the grievance is not resolved at Step Two, or if no written response is made within the above timeline, the AFADC may file the grievance to mediation through the Michigan Employment Relations Commission (MERC) within twenty (20) working days following receipt of the Step Two written response or of the date the response was due from the President or designee. A copy of the filing will be provided to the College by the AFADC.

If the grievance is resolved through mediation, the resolution shall be memorialized in writing and be final and binding upon the parties. If the AFADC does not elect to submit the grievance for mediation, the AFADC may proceed to Step Four, binding arbitration as detailed below in Section 5.7.

5.7 Step Four – Binding Arbitration

If the grievance is not resolved at Step Two or if the grievance is not resolved through mediation, AFADC may submit the grievance to arbitration subject to the following exclusion:

Grievances alleging a violation of Article VI, Section 6.4, Teaching Assignment, may not be submitted for binding arbitration in the first two (2) years of the Agreement (2024-25 and 2025-26). Either party may request to negotiate eligibility of binding arbitration for grievances alleging a violation of Article VI, Section 6.4, Teaching Assignment, in year three (2026-27) of the Agreement. If neither party requests to negotiate this specific issue by January 1, 2026, or if the parties' negotiations on this specific issue are not successful, Article VI, Section 6.4, Teaching Assignment, will remain ineligible for binding arbitration for the remainder of the Agreement.

Subject to the terms of this Article V, Grievance Procedure, The AFADC may submit a grievance to binding arbitration. The AFADC will file a written request for a list of arbitrators with the American Arbitration Association and deliver a copy of the request to the College's Director of Human Resources within thirty (20) working days after either (1) the final mediation session, or (2) the deadline for the Step Two written grievance.

1. The powers of the arbitrator shall be limited to the interpretation or application of this Agreement as written, and the arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
2. Should either party dispute the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first rule on the question of arbitrability.
3. The arbitration shall be held in accordance with Michigan's Uniform Arbitration Act, PA 371 of 2012.
4. Neither party will be permitted to assert any grounds or claims or present any document at arbitration that was not previously disclosed within a reasonable period of time to the other party.

5. The decision of the arbitrator shall be binding on all parties involved. However, each party reserves the right to challenge the arbitration award in a court of competent jurisdiction if either party determines that the arbitrator exceeded their jurisdiction or has arrived at an award fraudulently or by improper means.
6. The result of the arbitrator's decision shall be implemented within ten (10) working days of receipt of the decision unless the decision is challenged as stated above. Extension of this time limit may be mutually agreed upon in writing.
7. Despite American Arbitration Association rules to the contrary, fees and expenses of the arbitrator shall be shared equally by the College and the AFADC.
8. The arbitration shall be held on the College's main campus unless otherwise agreed by the parties.

5.8 Miscellaneous

1. Time Limits: The number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. Time limits may be extended in writing by mutual agreement.

The term "working days" shall mean all calendar days, excluding Saturdays, Sundays, breaks between semesters, holidays, and days the College's administrative offices are closed.

Days on which grievances are submitted shall not be included when calculating an applicable timeline in this Article.

2. Information Requests: All non-privileged and relevant documents, communications, and records necessary for processing any grievance, pursuant to the Public Employment Relations Act (PERA), shall be provided to the AFADC within a reasonable time from the date of the request.
3. Impartial Party: The grievance shall not be presented to, or decided upon, by an administrator responsible for rendering a written response at a previous level.
4. Documents: All documents, communications, and records dealing with a grievance should be filed separately from the personnel files of participants, except the final disposition (including the arbitrator's decision/award), which may be maintained in the personnel files of the participants.
5. Reprisals: No reprisals or adverse employment action will be taken by or against any party of interest or any participant in this process by reason of such participation.
6. Meetings: Grievances shall be presented and handled in such a manner as to not interfere with the day-to-day orderly conduct of the College. All meetings shall normally be scheduled to avoid any interference with scheduled classes or office hours. Meetings held

under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons entitled to be present, including witnesses, to attend.

7. Representation: The Grievant(s) shall at all levels of the procedure have the right to AFADC representation.
8. Grievance Withdrawal: A grievance may be withdrawn by the Grievant(s) or the AFADC at any step of the procedure.

ARTICLE VI

MEMBER QUALIFICATIONS AND ASSIGNMENTS

6.1 Appointment

The College is dedicated to teaching and learning of the highest quality. To accomplish this goal, the College seeks to employ Adjunct Faculty who possess a variety of skills, talent, and expertise that best serves our students. In the assessment of Member teaching credentials, the College will consider those attributes and qualifications that serve our students best when appointing Members to teach a course.

6.2 Member Qualifications and Responsibility for Maintaining Qualifications

All Members must meet minimum qualifications for all courses they are scheduled to teach, consistent with respective standards of the Higher Learning Commission (HLC) and the College. For career programs, there may be specific additional credentials required. Additional qualifications may be established for positions with the approval of the Chief Academic Officer and the Director of Human Resources.

Members shall remain current on developments affecting that Member's teaching discipline and shall incorporate such updates into the Member's teaching assignment. Members shall promptly forward all updated official transcripts, and maintain and forward certifications, licenses, and other credentials and qualifications to their respective Division Office and the Human Resources Department for inclusion in their respective personnel files throughout their employment.

6.3 Selection of Course Preferences

Members shall have the opportunity to submit course preferences in the Member's qualifying Department each semester for which they are qualified. All active courses, though subject to change, may be viewed on the College's website (i.e. Search for Classes).

6.4 Teaching Assignment

Members must be fully qualified for all aspects of their assignments, as determined by the College. The Academic Associate Dean or designee shall, in consultation with the appropriate Discipline/Program coordinator, determine assignment of teaching load based on the Teaching Assignment Factors provided below contingent on the Member's acceptance of the assignment

within five (5) working days. This provision does not apply to staffing emergencies as referenced in Article 6.6.

1. Discipline/Program needs and student demand;
2. Member qualifications and expertise, including modality;
3. Experience;
4. Availability during scheduled course days and times;
5. Adherence to Instruction-Related Responsibilities referenced in Article 4;
6. Seniority when all other factors are equal.

When seniority is the determining assignment factor, teaching assignments will be made consistent with the Seniority List order, such that the most senior Member in a Department is offered the class first based on that Member's course request(s).

A Member who has independently developed the curriculum at the College's request for a new course will have the right to teach that course for the first semester it is offered provided the Member confirms their availability and desire to teach the course within ten (10) working days of notice of the opportunity to teach the course, the course has sufficient enrollment as determined by the College, and the Member will not exceed a total of twelve (12) equated hours during the semester.

6.5 Notification of Course Assignment

The College will make its best efforts to notify Members of tentative course assignments by:

1. The end of the Fall semester if they have been assigned to teach in Winter semester;
2. The end of Winter semester if they have been assigned to teach in the Spring/Summer semester; and
3. The end of Spring/Summer semester if they have been assigned to teach in Fall semester.

This notification is not binding and may be revised at the College's discretion.

At least one (1) week prior to the beginning of a semester, the College will make its best efforts to provide Members with their teaching assignment. Teaching assignments may be accessed by Members in the employee portal (Self-Service for Faculty).

6.6 Teaching Assignment Modifications

1. If the College cancels or reassigns one or more classes in a Member's agreed-upon teaching assignment, a reasonable effort should be made to retain the Member's original

assigned equated hours. There is no expectation that the College reassign already assigned course sections.

2. To accommodate a staffing emergency, including staffing within fifteen (15) working days of when the semester begins or after the semester has begun, the College will make its best efforts to consider the Teaching Assignment Factors. In this event, strict adherence to the Teaching Assignment Factors is not required.

6.7 Course/Section Capacity, Definition of Equated Hour, Length of Class Session, Independent Study and Individual Instruction

Members are subject to the same course/section capacity provisions, definition of equated hours, length of class session, and independent study and individual instruction provisions that apply to full-time College Faculty. In no event may Member equated hours exceed twelve (12) hours per semester without a College-approved exception.

6.8 Team Teaching

Team teaching is permitted if approved by the Associate Dean or designee and Chief Academic Officer or designee. Those teaching the course will mutually agree how to split the equated hours, subject to approval of the Chief Academic Officer or designee.

6.9 Substitute Teaching and Proctoring

The Associate Dean or designee may request a Member to substitute or proctor. The Member may decline such requests. All substitute instructors and/or proctors must be approved by the College.

ARTICLE VII

PROFESSIONAL STANDARDS

7.1 Professional and Ethical Conduct

Members shall behave ethically and professionally toward all College stakeholders. Members shall behave professionally toward students and maintain appropriate boundaries as intellectual guides and mentors. Members shall make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's performance. Members shall maintain student information confidentiality to the maximum extent required by state and federal law. Members are to avoid any exploitation, discrimination (including harassment), or unlawful retaliation of students and should strive to create a learning environment free of bias.

Members shall adhere to work rules and College policies concerning their employment and interactions with students (e.g. including but not limited to amorous relationships, conflicts of interest, etc.).

7.2 Standard for Discipline and Discharge

Members shall be disciplined or discharged only for reasons that are not arbitrary or capricious. Members shall adhere to instructional-related responsibilities and rules and College policies concerning professional conduct and shall not violate state or federal law prohibiting unlawful discrimination or retaliation.

7.3 Disciplinary Process

1. For allegations that may result in discipline, the College shall perform a fact-finding investigation that includes the opportunity for the Member to provide information from that Member's perspective.
2. During the fact-finding investigation concerning a Member, the College administration may place that Member on non-disciplinary, paid administrative leave for a reasonable period of time to protect the integrity and objectivity of the investigation.
3. Prior to any disciplinary action being taken, a disciplinary meeting shall be held. The Member shall be notified in writing of the date, time, and place of the meeting. The Member shall be entitled to invite a representative of the AFADC to attend any such meeting. Reasonable time will be allowed to schedule AFADC representation but should

not exceed one (1) working day. If an AFADC representative is unavailable within this timeframe, then two (2) working days are permitted.

7.4 Deactivation from Active Employment

The College may deactivate a Member from active employment in the following circumstances:

1. Voluntary resignation by the Member;
2. Discharge of the Member for reasons that are not arbitrary or capricious.

ARTICLE VIII

COMPENSATION AND BENEFITS

8.1 Wages

Adjunct Faculty members shall be paid via direct deposit or pay card with payments spread over the length of the course. The number of installments will be based on the number of pay periods that occur over the length of the course; for 15-week courses, payments are ordinarily eight (8) or nine (9) installments over the Fall and Winter semesters and eight (8) for Spring/Summer. Payments are made every other Friday except when a scheduled payday falls on a holiday. In these cases, the payment is ordinarily to be made available no later than the last day preceding the holiday. In instances of a course that does not last the entire semester period, the number of installments will be reduced to reflect the shorter schedule.

Pay rates are determined based on total equated hours completed through the most recent academic year (Fall, Winter, and Spring semesters). All tier and wage changes will be effective at the start of Fall semester. In the event a Member fails to complete equated hours assigned during Spring semester, the College may adjust that Member's tier placement in accordance with equated hours actually completed. Refer to Adjunct Faculty Compensation Schedule (Appendix A) for detailed wage information.

1. Salary Schedule Increases

- a. 2024-2025 See Appendix A
- b. 2025-2026 See Appendix A
- c. 2026-2027 See Appendix A

2. Independent Study/Honors Compensation

Adjunct Faculty will be compensated for approved Independent Study and honors option(s) in accordance with the current Delta College and DCFA Collective Bargaining Agreement.

3. Individual Instruction

Adjunct Faculty will be compensated for approved Individual Instructions in accordance with the current Delta College and DCFA Collective Bargaining Agreement.

4. Substitute Teaching or Proctoring

Substitute teaching or proctoring at the request of the appropriate Academic Dean will be paid the substitute hourly rate in Appendix A of the substituting Adjunct Faculty member.

8.2 Professional Development Allowance

1. The College will make available professional development non-coursework grants to Members for professional development activities approved by the College of up to \$500 per Member per fiscal year (July 1 – June 30) to support professional development that is relevant to the Member's Delta College teaching assignment. Grant funds will be available each fiscal year on a first-come, first-served basis until available funds are depleted.
2. Members will be compensated \$35/hour for up to twenty (20) hours of professional development activities per fiscal year not already covered by other College funds. Compensation may be received for professional development activities consisting of professional development provided through the Faculty Center for Teaching Excellence and eLearning, training designated by the College as mandatory, and professional development recommended and approved by the appropriate Associate Dean or designee.

8.3 Mileage and Travel Expenses

Whenever it is necessary for a Member to travel on pre-approved official College business or whenever a Member's teaching assignments require travel between multiple campuses or assigned teaching locations in the same day, the Member shall be reimbursed mileage in excess of the Member's regular commute to their teaching assignment at the current College and IRS-authorized rate and consistent with IRS guidelines.

8.4 Instructor Absence

Adjunct Faculty members may be absent for 1/15 of class contact hours per assigned class per semester without any reduction in pay.

8.5 Course Enrollment Overloads Payment Computation

1. If student enrollment exceeds the Curriculum Council approved course capacity for that section, those enrolled students shall not be dropped from that section and the Member will be compensated in accordance with the current Delta College and DCFA Collective Bargaining Agreement.

2. If a Member agrees to add/overload additional student(s) to a specific course section with approval of the Associate Dean, the number of added students may not exceed the maximum number of students permitted in the current Delta College and DCFA Collective Bargaining Agreement. The Member will be compensated for additional students in accordance with the current Delta College and DCFA Collective Bargaining Agreement.

8.6 Fitness and Recreation Center

Members will receive ten (10) complimentary passes to the College Fitness and Recreation Center annually.

8.7 Employee Assistance Program

Members will be provided access to the College's Employee Assistance Program at no cost to the Member.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 Conformity to Law

This Agreement is subject in all respects to the laws of the State of Michigan. In the event that any provision or application of this Agreement shall at any time be held contrary to law, then such provision or application shall be deemed void and inoperative. All other provisions or applications shall continue in full force and effect.

9.2 Whole Contract

This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, or added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement. This Agreement supersedes and cancels all previous written agreements between the parties.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter 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. That said, matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

9.3 Posting of Agreement

This Agreement shall be posted on the College's website by the College within sixty (60) days after the Agreement is ratified by both parties.

9.4 Emergency Manager

Per Article II and this provision of the Agreement, the parties are in compliance with the Local Financial Stability and Choice Act, 2012 Public Act 436 regarding appointment of an emergency manager, and PERA regarding inclusion of a provision regarding duties of an emergency manager (e.g.. to reject, modify, or terminate this Agreement).

ARTICLE X

DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by both parties and shall expire on June 30, 2027.

For the AFADC:

Signature: Rhonda Kruch, MEA Executive Director

Name: Rhonda Kruch

Position: MEA

Date: Dec 12, 2024

For the College:

Signature: Michael gavin

Name: Dr. Michael Gavin

Position: College President

Date: Dec 19, 2024

Signature: Christina De Clerck-Szilagy

Name: Christina DeClerck-Szilagy

Position: AFDAC Co-President

Date: Dec 13, 2024

Signature: Sherri Archer

Name: Sherri Archer

Position: AFDAC Co-President

Date: Dec 18, 2024

APPENDIX A

COMPENSATION SCHEDULE

2024-2025

Adjunct Faculty I (0-59 equated hours)	\$750.00 per equated hour = \$50.00/hour (substitute hourly rate)
Adjunct Faculty II (60+ equated hours)	\$850.00 per equated hour = \$56.67/hour (substitute hourly rate)
One-Semester Appointment	One-half the current Instructor base salary

2025-2026 (3%)

Adjunct Faculty I (0-59 equated hours)	\$773.00 per equated hour = \$51.53/hour (substitute hourly rate)
Adjunct Faculty II (60+ equated hours)	\$876.00 per equated hour = \$58.40/hour (substitute hourly rate)
One-Semester Appointment	One-half the current Instructor base salary

2026-2027 (3%)

Adjunct Faculty I (0-59 equated hours)	\$796.00 per equated hour = \$53.06/hour (substitute hourly rate)
Adjunct Faculty II (60+ equated hours)	\$902.00 per equated hour = \$60.13/hour (substitute hourly rate)
One-Semester Appointment	One-half the current Instructor base salary

APPENDIX B

GRIEVANCE FORM

1. Background Information

Grievant(s)'s Name(s):

Grievant(s)'s College Position Title(s):

Who is affected by the alleged contract violation:

Specific CBA provision(s) alleged to be violated:

Date(s) of alleged CBA violation:

Location(s) in which the alleged CBA violation occurred: Describe how the cited CBA provision(s) are being violated:

Requested relief:

Signature(s) of Grievant(s) and/or appropriate AFADC official:

2. Informal Discussion (Associate Dean, Designee, or Dean if applicable)

Date Grievant(s) requested informal discussion in writing:

Associate Dean , Designee, or Dean receiving informal discussion request:

Date informal discussion request received:

Date of informal discussion:

College Representative(s) participating in informal discussion:

Adjunct Faculty Member(s) participating in informal discussion:

College Associate Dean, Designee, or Dean grievance response:

Signature of Associate Dean, Designee, or Dean:

Date of grievance response:

3. Step One (Vice President of Instruction and Learning Services)

Date Grievant(s) submitted written Step One grievance:

Date Vice President received Step One grievance:

Date of Step One meeting:

College Representative(s) participating in Step One meeting:

Adjunct Faculty Member(s) participating in Step One meeting:

Vice President grievance response:

Signature of Vice President:

Date of grievance response:

4. Step Two (President)

Date Grievant(s) submitted written Step Two grievance:

Date President received Step Two grievance:

Date of Step Two meeting:

College Representative(s) participating in Step Two meeting:

Adjunct Faculty Member(s) participating in Step Two meeting:

President grievance response:

Signature of President:

Date of grievance response:

5. Step Three (Mediation)

Date grievance mediation request filed with MERC:

Date copy of MERC grievance mediation request sent to College:

Date copy of MERC grievance mediation request received by College:

6. Step Four (Binding Arbitration)

Date arbitration request sent to AAA:

Date copy of arbitration request sent to Director of Human Resources:

Date Director of Human Resources received arbitration request:

Signature: Rhonda Kruch, MEA Executive Director

Rhonda Kruch, MEA Executive Director (Dec 12, 2024 13:34 EST)

Email: rkruch@mea.org

Signature: Christina De Clerck-Szilagyi

Email: christinaszilagyi@delta.edu

Signature: 

Sherri Archer (Dec 18, 2024 12:30 EST)

Email: sherriarcher@delta.edu

Signature: Michael Gavin

Michael Gavin (Dec 19, 2024 13:06 EST)

Email: michaelgavin@delta.edu