



Westchester Community College Federation of Teachers (WCCFT)

ADJUNCT RIGHTS PER THE CBA, MOAS, & MOUS

PRESENTED BY THE ADJUNCT COMMITTEE

7:00PM, APRIL 9TH, 2025



What Are the CBA, MOAs, and MOUs?

- CBA = collective bargaining agreement
 - the contract that was negotiated by the College and the WCCFT, and ratified by the Union membership, the WCC Board of Trustees, and the Westchester County Board of Legislators
- MOA = memorandum of agreement
 - an agreement on a limited number of items that were negotiated by the College and the WCCFT
- MOU = memorandum of understanding
 - an agreement on an issue between the College and the WCCFT



Non-Discrimination (CBA 2.1, 2.4)

- Faculty members will not be discriminated against by the County or the Union in regards to:
 - hours
 - wages
 - any terms or conditions of employment
 - participating in Union activities
- The contract shall be applied in a manner that is not arbitrary, capricious, or unjustly discriminatory, and without regard to race, creed, color, national origin, age, sex or marital status.
- Faculty members are free to join and participate in (or not join and participate in) the Union.



Intimidation and Retribution

(2012 statement by Dr. Hankin)

- WCC is firmly opposed to any form of intimidation or retribution against any faculty member who chooses to participate in any way in the activities of the WCCFT. Such participation may include:
 - becoming a member of the union
 - visiting the union office
 - raising concerns regarding employment at WCC to union officers or board members
 - expressing opinions about issues related to employment at WCC or about the union contract
 - attending union meetings, union-sponsored events, or union committee meetings
 - joining a union committee
 - running for union office
 - filing a grievance alleging violation of the union contract
- The Union will not tolerate negative personnel actions taken against any faculty member if the reason for the negative action is the member's engaging in union-related activities.



Part-Time Instruction (CBA 3.9b,c)

- Faculty members are placed on a priority list, which is available to faculty members.
 - An individual can be on 1 priority list only.
 - If no courses are offered in an individual's discipline, he/she may apply to the appropriate Associate Dean to have their name put on a list in another discipline.
 - Assignments are made taking into account the qualifications of the instructor with respect to the subject/course to be taught. In case the qualifications of a faculty member are in question, the recommendation of the Departmental Committee and the Department Chairperson will be sought.



Priority List (CBA 3.9f)

- The priority list is the list used when determining course assignments.
- The following is the procedure for establishing the priority list of each department:
 - all tenured faculty
 - all other tenured faculty
 - all retired faculty and Academic Support Center coordinators with 10 years of full-time teaching or service at the College
 - non-unit employees with 20 or more semesters
 - senior adjunct faculty with 20 semesters – priority established on the basis of the number of semesters taught at the College
 - untenured full-time faculty

Note: Adjunct faculty who choose not to teach at all for three consecutive semesters (including summer) will be removed from the priority list.



Adjunct Teaching (CBA 3.9d)

- Assignment of courses are made, one course at a time, going down the priority list. Any remaining courses may be assigned as follows:
 - No more than 4 courses, or a total of 20 contact hours, whichever is greater, over both Fall and Spring semesters, are assigned to an individual on a part-time basis, but normally not more than 10 hours per semester.
 - For summer session courses, assignments are made one course at a time, going through the list. If courses remain, a second course may be assigned following the order in the priority list. All summer sessions will be counted as one semester.
 - If additional sections remain, new or adjunct faculty with fewer than 20 semesters may be assigned those courses.



Salary Schedule (CBA 5.2a, 5.3; 2024 MOA)

- Effective September 1, 2024, the following are the part-time rates for credit adjunct teaching faculty:

# of Semesters Taught of Credit Courses		Pay Rate Per Hour
1-12	Adjunct Faculty	\$93.84
13-20	Adjunct Faculty	\$101.97
21+	Senior Adjunct Faculty	\$111.41

- Remedial non-credit courses offered by Academic Departments are compensated according to the rates above.
- The non-credit course rate is \$63.20 per hour.
 - Non-credit courses offered through the Professional Development Center and adhering to the standards of preparation and evaluation inherent in credit courses are compensated at the credit rate.



Salary Schedule (CBA 5.2b; 2024 MOA)

- Effective September 1, 2024, the following are the part-time rates for librarians, counselors, and Academic Support Center coordinators:

# of Semesters Worked on a Part-Time Basis	Pay Rate Per Hour
1-2	\$51.50
3-6	\$60.11
7+	\$66.37



Recent Contract Gains on Salary and Compensation (2024 MOA)

- Wages
 - Year 1 (2019-20) – 1% (as provided and paid for in the 2019-21 MOA)
 - Year 2 (2020-21) – 1% (as provided and paid for in the 2019-21 MOA)
 - Year 3 (2021-22) – 3.0%
 - Year 4 (2022-23) – 3.0%
 - Year 5 (2023-24) – 3.5%
 - Year 6 (2024-25) – 3.5%
- Eligibility for retroactive payments was limited to adjuncts who worked for the College during this time.
 - Retroactive payments were paid out on the December 19, 2024 pay day.
- Adjunct Faculty Bonus:
 - Adjunct faculty who earned in excess of \$1,000 pre-tax between September 1, 2022 and August 31, 2023 received a one-time bonus of \$350.
 - Adjunct faculty who earned in excess of \$1,000 pre-tax between September 1, 2023 and August 31, 2024 received a one-time bonus of \$350.
 - Bonuses were paid out on the January 30, 2025 pay day.
 - Adjunct faculty eligible for either of the bonuses must complete 3 hours of professional development.



Academic Freedom (CBA 3.13)

- Faculty members may discuss their own subject in the classroom, without limitation.
- They may not discuss controversial matter which has no relation to their subject.



Class Size (CBA 4.3b-e)

- The norm used in planning class sizes is 33, except the following:
 - For developmental courses, it is 22.
 - For English Composition, Communication Skills, and Elementary Languages courses, it is 27.5.
 - For laboratories, it is determined by taking into account space, safety, and educational quality.
- Adjustments to these norms may be made in the event of unanticipated student enrollments or faculty resignations.
- No classes will exceed the norm by more than 1/3 unless the Department Chairperson has been consulted and the College Administration has made the final decision.



Common Hour

(2013 agreement between WCCFT and College Administration)

- There shall be no faculty responsibilities during the first Wednesday of the month from 11:00a-1:00p, which is reserved for Union membership meetings.



Evening Coverage (2017 MOA)

- The College shall ensure evening coverage 4 nights a week until 7:30p in the adjunct office to handle student issues, and/or repro to handle supplies and other instructional needs and dissemination of this information to adjuncts.



College Closures (CBA 5.2d)

- Classes that are cancelled by the College (including for weather-related events) will be made up and if not made up, payment will be made.

To make up cancelled classes, see your departmental policies.



Non-Teaching Adjunct Emergency Closing Event (2024 MOA)

- Non-teaching adjuncts (adjunct counselors, librarians, and coordinators) shall receive their regular pay for the first full day of an emergency closing event (determined by the College Administration and provided that the adjunct cannot be relocated to another location on the same campus/site to perform their work).
- Partial days and days beyond the first full day of the emergency closing are not compensable.
- No non-teaching faculty member shall be compensated for more than 2 such days per academic year.



Health and Safety (2017 MOA; 2024 MOA)

- The College shall maintain work conditions consistent with state and local law.
- The WCCFT is entitled to representation on the Health and Safety Committee responsible for performing the Semi-Annual Health and Safety Inspection.



Drug Policy (CBA 8)

- No faculty members shall be tested for drug or substance abuse which does not strictly conform to the Constitutional rights of employees/individuals as guaranteed by the US and state constitutions or by state statutes or laws.



Personnel Records (CBA 3.12)

- The College maintains one personnel file for each employee that includes:
 - personal info
 - info relating to employee's academic and professional accomplishments submitted by employee or requested to be placed by employee
 - College-generated records
 - observation reports and evaluations of employee's academic and professional performance
 - memoranda of discussions between employee and Department Chairperson relating to evaluations of employee's professional performance
 - included only when reviewed by appropriate Associate Dean
 - pre-employment materials
- No derogatory material shall be placed in an employee's file until the employee has been given the opportunity to read the content and attach any comments or supplementary material so desired.
- You may request to see your personnel file from HR.



Staff Vacancies (CBA 3.11)

- Faculty have the opportunity to apply for staff vacancy positions.

See current openings at <https://sunywcc.interviewexchange.com/static/clients/562WCM1/index.jsp>.



Faculty Senate (CBA 3.10)

- The Faculty Senate represents the entire faculty in its consultations with the Administration on academic and faculty status matters, including:
 - professional appointments
 - re-appointments
 - promotions
 - tenure
 - sabbaticals
 - requests for service beyond normal retirement age
 - other professional matters, including educational policy, curriculum, student activities, scholastic standards



Synchronous Online Learning – Credit Based Courses

(2024 MOA)

- Synchronous describes an online course in which 100% of the direct instruction occurs in real time without (time) delay.
 - The maximum class size is 30 or the campus planning norm, whichever is lower.
 - In case of emergency closings, synchronous classes will follow the same College directives as in-person classes.
 - Synchronous courses will only be offered with end times before 10am or start times after 4pm, with exceptions if department chair, departmental committee, curriculum chair (as applicable), and Administration agree.
 - No faculty member shall be required to teach a synchronous online course, except in emergency circumstances (e.g., the COVID-19 pandemic).
 - Assignments will be based on a faculty member's request and seniority and will follow the processes outlined in the CBA.
 - Adjunct faculty members who are teaching synchronous courses will be provided a laptop/tablet, office space or a fully equipped classroom. Adjuncts may borrow a laptop/tablet for use during the semester/session(s) that they teach synchronous courses.
 - Any faculty member who teaches a synchronous course for the first time must complete the College's 2-hour online technical training, which may be completed concurrently with instruction and completed by the end of the second week in which the course is taught. Completion of this training shall serve to fulfill the pre-requisites for the (asynchronous) On-line Learning Institute Certification Program.
 - Faculty members who were approved to teach synchronous courses prior to this Agreement are deemed qualified or eligible for teaching in that modality going forward.
 - Administration may not enter a synchronous or synchronous hybrid class without first notifying the faculty member in the same way that they would if they wanted to observe the faculty member in a classroom.
 - Synchronous courses are subject to student evaluation according to the CBA.
 - Student complaints shall follow the same procedure in effect for in-person classes, which is described in the 2013 MOU.
 - Faculty members have sole ownership of any materials they create for any course regardless of mode of instruction.



Asynchronous Online Learning – Credit Based Courses

(2024 MOA)

- Asynchronous describes a course in which 100% of the direct instruction occurs under time delay; that is, direct instruction is recorded/stored and accessed later.
- Asynchronous hybrid describes forms of education, instruction, and learning in which there is a combination of asynchronous and in-person instruction. The asynchronous instruction must make up at least 50% of the direct instruction of the course.
 - The maximum class size for an asynchronous course shall be 25 students or the campus planning norm, whichever is lower.
 - The maximum class size for an asynchronous hybrid course shall be 30 students or the campus planning norm, whichever is lower.
 - No faculty member shall be required to teach a course covered in the Agreement, except under emergency circumstances (e.g., the COVID-19 Pandemic).
 - Assignments will be based on a faculty member's request and seniority and will follow the processes outlined in the CBA.
 - The course outline and sufficient materials to demonstrate active participation in the course as described in each course syllabus shall be posted no later than 12:01 a.m. on the first day of the semester.
 - Before faculty can deliver an asynchronous or asynchronous hybrid course, faculty must complete the College's 8-hour Online Learning Instruction Certification Program.
 - Faculty who were approved to teach asynchronous online or asynchronous hybrid prior to this Agreement are deemed qualified and eligible for teaching in that modality going forward.
 - Administration may not enter an asynchronous or asynchronous hybrid class without first notifying the faculty member in the same way that they would if they wanted to observe the faculty member in a classroom.
 - Asynchronous and asynchronous hybrid courses shall be subject to student evaluation according to the provisions of the CBA.
 - Student complaints shall follow the same procedure in effect for in-person classes, which is contained in the 2013 MOU.
 - In case of emergency closings, faculty may choose to assign asynchronous classwork in place of an in-person class meeting for an asynchronous hybrid course.
 - Adjunct faculty who are teaching online may borrow a laptop/tablet for use during the semester/session(s) that they teach online courses.
 - Faculty members shall have sole ownership of any materials they create for any course regardless of mode of instruction.



Synchronous Online Learning WEOC & WDCE

(2024 MOA)

- WEOC = Westchester Educational Opportunity Center
- WDCE = Workforce Development and Continuing Education (including the English Language Institute)
 - Changes in mode of instruction after course selection has occurred should be treated as a course cancellation, allowing faculty to assert seniority rights in selecting a replacement course.
 - The maximum class size is 30 or the program/course class maximum, whichever is lower.
 - In case of emergency closings, established protocols for in-person classes should be followed.
 - Course assignments are based on a faculty member's request and seniority. They are provided a laptop/tablet, office space or fully equipped classroom as needed and as available.
 - Faculty approved to teach synchronous courses prior to this Agreement are deemed qualified or eligible for teaching in that modality going forward. If not, they will be directed to administrator-approved resources for training that shall not exceed 2 hours.
 - Administration may not enter a synchronous class without first notifying the faculty member in the same manner that they would if seeking to observe an in-person class.
 - Student evaluations are subject to existing WEOC and WDCE procedures.
 - Student complaints are subject to the 2013 MOU.



Student Course Surveys (CBA 4.3h; 2024 MOA)

- The College may use student course surveys to allow students to report on their course experiences in each course that they have taken.
- Students are surveyed in all courses that an instructor teaches.
- The results of the course surveys:
 - accessed by faculty
 - accessed by Deans for all faculty within their School
 - accessed by Department Chairs for all non-senior adjunct faculty within their department
 - can be requested by non-senior adjuncts to be sent to a department subcommittee to be reviewed with the adjunct and Department Chair
- Surveys cannot be used by the Administration in any disciplinary process. They are intended to be used for the improvement of academic performance and may not be referred to in any other context.
- Faculty members may choose to include surveys in their promotional folder.
- Surveys become the sole property of the individual faculty member.



Formal Action (CBA 3.14)

- Adjuncts can have a Union representative present when they are being formally reprimanded following an investigation.
- Important: If you find yourself in any conversation with a supervisor that you suspect is headed toward discipline or that makes you uncomfortable, you should state, “If this conversation may result in a disciplinary action against me, I request Union representation.” The supervisor should then tell you their intention. If discipline is possible, the meeting should be stopped and rescheduled with a Union representative.



Discipline (2013 MOU)

- No faculty member shall be disciplined except for just cause, including but not limited to:
 - neglect of contractual duties
 - violation of college policies and/or procedures
 - insubordination
 - conduct unbecoming a faculty member
 - criminal behavior
 - discrimination
 - misconduct
- Reasons for the discipline shall be provided to the employee and to the Union within 3 business days from the imposition of discipline. Notification will be done in person, if practical, then in writing.
- The employee and/or the Union will have 10 working days to file a grievance. Failure to file is considered acceptance of the disciplinary action.



Removal (2013 MOU)

- Temporary removal for other than disciplinary reasons:
 - No faculty member may be removed from teaching, counseling, library, academic support, or testing services except for just cause.
 - The employee shall be provided with the reasons for the removal in person at the time of removal and in writing.
 - The Union must be informed of the removal and the reasons for the removal in writing within 24 hours.
 - The Union may file a grievance within 2 working days after notification of removal.
- Permanent removal for other than disciplinary reasons:
 - No faculty member shall be removed permanently except for just cause.
 - The employee shall be given the reasons for removal in writing at the time of the removal.
 - The Union shall be notified of the reasons for removal at the time of removal.
 - The Union must file a grievance within 5 working days after notification of removal.



Student Complaints (2013 MOU)

- Student complaints may take various forms and may be subject to discipline and/or removal.
- The following is the procedure for a student who has a concern/complaint against a faculty member about course management:
 - The student must take the concern/complaint to the faculty member, who will meet or communicate with the student within 10 working days.
 - If the faculty member and the student are unable to resolve the matter of course management between them, the student may sign a written complaint and send it to the Department Chair.
 - The Department Chair shall make an effort to meet or communicate with the student and faculty member together but may meet or communicate with them separately within 10 working days.
 - If the issue is not resolved, the written and signed concern/complaint will be sent to the Division Dean, who will meet or communicate with the parties when possible within 10 working days.
 - If no resolution, a final decision will be made in writing by the Vice President for Academic Affairs.
- Note: No student concerns/complaints about course management shall be accepted after 2 weeks from the end of the semester. Student concerns/complaints about a final grade follow the Procedure for Appealing a Final Grade.



Grievance (CBA 7.2, 7.3)

- Every faculty member shall have the right to present his/her grievances to the College free from interference, coercion, restraint, discrimination or reprisal on the part of the College Administration, and shall have the right to be represented in all stages of the grievance. The grievant may choose an individual or the Union to represent him/her.
- “Grievance” means any claimed violation, misrepresentation or inequitable application of the contract, or of the existing laws, rules, procedures, regulations, administrative orders or work rules of the County or the College which relate to wages, hours, or working conditions.
- Grievances shall be filed in writing and include information to determine the alleged violation, the dates of alleged violation, the clauses allegedly violated, the department(s) involved, the supervisory person(s) involved, the remedy sought and any other information necessary or appropriate.
- A grievance may be processed in the name of an individual faculty member, a group of faculty members, or the Union.



Grievance Procedure (CBA 7.4; 2017 MOA)

- Informal effort

- Before beginning formal procedures, the aggrieved party and his/her representative shall attempt to meet with the grievant's immediate supervisor to resolve the grievance orally and privately.

- Formal steps

- Step 1

- grievance filed and sent to immediate supervisor

- Step 2

- informal hearing with President, his/her designee, or the College Grievance Board
- formal hearing if requested

- Step 3

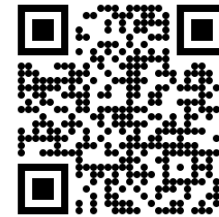
- arbitration

Note: No grievance shall be filed later than 30 days after the grievant could have reasonably known of the event constituting the alleged violation.



Get Involved!

- Join the WCCFT.
 - Option 1: Go to <https://www.sunywccft.org/membership-form/> to complete the membership form.
 - Option 2: Scan the QR code to be taken directly to the membership form:
- Not sure if you're a member? Contact the Membership Committee Chair, Chad Thompson, at chadtwccft@gmail.com.
- Join the WCCFT Adjunct Committee.
 - Must be a Union member to join.
 - Contact the Adjunct Committee Chair, Virginia Caputo, at virginiacwccft@gmail.com or 845-499-9664.
- Join the WCC Adjunct WhatsApp group.
 - Send a text or WhatsApp message to Virginia.
- Complete the adjunct surveys as they are sent out by the WCCFT and Faculty Senate.
- Strike up a conversation with colleagues.





Questions/Concerns

- For any questions or concerns, contact the Adjunct Committee Chair.
 - Chair: Virginia Caputo
Email: virginiacwccft@gmail.com
Phone/Text/WhatsApp: 845-499-9664



Thank you!

Please join us for the next Adjunct Information Session at 7:00pm on Wednesday, May 14th.