

Memorandum of Understanding

Recitals

1. For the purposes of this Memorandum of Understanding, “staff” refers to employees of The Evergreen State College who are overtime-eligible and whose primary job classification is as a staff member;
2. In the fall of 2015, the TESC Provost approached the UFE regarding overtime pay issues for staff who also have a separate adjunct teaching contract covered by the The Evergreen State College-United Faculty of Evergreen Collective Bargaining Agreement (TESC-UFE CBA);
3. The specific issue focuses on staff members under federal or state laws, including the Fair Labor Standards Act and the Washington Minimum Wage Act, who in addition to their staff appointment, receive an adjunct faculty teaching appointment from the College and who shall be compensated for any overtime work;
4. Both TESC and UFE agree that the UFE-TESC CBA covers the wages, hours and terms and conditions of employment for adjunct faculty members;
5. Both parties recognize that this overtime eligible issue raises significant issues around the different practices of work between adjunct faculty and other staff employees recognized in respective collective bargaining agreements; and paying faculty on an hourly rate is highly unusual and outside the negotiated compensation sections of the TESC-UFE CBA;
6. Further, both parties recognize the need to comply with the FSLA and Washington Minimum Wage Act, the need to recognize the distinct and separate work done by faculty and staff, and the need to further explore whether the federal and state law actually applies to adjunct faculty who are contracted as salaried employees with defined faculty duties as outlined in the TESC-UFE CBA.

Agreement

UFE and TESC agree to the following initial components, effective from January 1, 2016 – August 31, 2017;

1. Adjunct faculty members who also have staff contracts will calculate their overtime-eligible time based on the number of credits being taught in a 12-week quarter. Authorized hours are calculated by pro-rating a 40 hour week for a 16 credit load. Pro-rated, this equals 2.5 hours per week per credit being taught or 10 hours per week per credit being taught for a 4 credit course. This equivalency’s sole purpose is to allocate credit load by hours in this unique case;
2. These unique adjunct faculty members will be contacted by the Provost who will explain the additional overtime compensation and that these adjunct faculty members will use the College’s time-keeping system to accurately track and record all time worked as specified above;

3. The parties agree that, for adjunct faculty members who have staff contracts, 10 hours per week is the hourly equivalent for a 4 credit adjunct course and thus will satisfy the tracking requirements mandated by FLSA. Further, this equivalency means the actual faculty adjunct working conditions have not changed and are not captured in reporting hours, and for the duration of this MOU, the 4 credit adjunct course equivalency will be 10 hours per week. Finally, the parties agree that given the current situation, none of the employees covered by this MOU will work more than 10 hours per week (the four credit equivalency) for this portion of their adjunct contract.

4. All other conditions of adjunct faculty work, compensation and working conditions will be covered by the TESC-UFE CBA. The adjunct faculty members who are overtime-eligible will be evaluated as are all adjunct faculty members as required by the CBA. Evaluation of teaching will be based solely on the portfolio, observation and review requirements established in the CBA.

5. The TESC-UFE Labor Management Committee will monitor this MOU to see if this hybrid approach of staff and faculty work meets the purpose of federal and state laws and explore whether the parties should attempt to work with federal officials to ascertain whether staff with adjunct teaching contracts should not be covered under these laws and whether the affected adjunct faculty members are being evaluated strictly according to the TESC-UFE CBA.

6. This MOU applies solely to TESC adjunct faculty members who have staff contracts as defined above. It does not apply to other adjunct faculty members who are solely covered by the terms set forth in the TESC-UFE CBA.

7. This MOU is in effect upon ratification and retroactive to January 1, 2016.

Signed and dated this 28th day of March 2016.

The Evergreen State College

United Faculty of Evergreen

By [Signature]
Its Vice President for Academic Affairs

By [Signature]
Its UFE Bargain Chair