Macomb Community College

Faculty Organization

Tentative Agreement

May 7, 2021

Economic:

1. **Compensation – Article XXI. A.** - For academic year 2021-2022 the salary for teachers as set forth as the Faculty Salary Schedule in Appendix A will increase two percent (2%) plus step. For academic year 2022-2023, the salary for teachers as set forth as the Faculty Salary Schedule in Appendix A will increase two percent (2%) plus step.

Non-Economic:

1. **Update and amend the contract to include LOA's**
   - Career Services
   - Standards Committee
   - Appendix F. Areas

APPENDIX A FACULTY SALARY SCHEDULE

STEP	2021-22	2022-23
Step 1	$ 59,792	$ 60,988
Step 2	$ 62,131	$ 63,374
Step 3	$ 64,470	$ 65,759
Step 4	$ 66,808	$ 68,144
Step 5	$ 69,146	$ 70,529
Step 6	$ 71,483	$ 72,912
Step 7	$ 73,821	$ 75,297
Step 8	$ 76,159	$ 77,682
Step 9	$ 78,497	$ 80,067
Step 10	$ 80,835	$ 82,452
Step 11	$ 83,172	$ 84,836
Step 12	$ 85,511	$ 87,222
Step 13	$ 87,849	$ 89,606
Step 14	$ 90,188	$ 91,991
Step 15	$ 92,526	$ 94,376
Step 16	$ 94,864	$ 96,761
Step 17	$ 97,724	$ 99,679

All other terms of the contract in place for years 2018-2021 will remain in effect through academic year 2021-2023 except as provided through this tentative agreement.

MACOMB COMMUNITY COLLEGE

MACOMB COMMUNITY COLLEGE
FACULTY ORGANIZATION

MCCfo
AFT Local 6526

Macomb Community College
Education • Enrichment • Economic Development
Discover. Connect. *Advance.*

AGREEMENT

between the

BOARD OF TRUSTEES
of the
COMMUNITY COLLEGE DISTRICT
of the
COUNTY OF MACOMB

and the

MACOMB COMMUNITY COLLEGE
FACULTY ORGANIZATION

SEPTEMBER 11, 2018 – AUGUST 15, 2021

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AGREEMENT
between
BOARD OF TRUSTEES
of
COMMUNITY COLLEGE DISTRICT OF THE COUNTY OF MACOMB
and
MACOMB COMMUNITY COLLEGE FACULTY ORGANIZATION

THIS AGREEMENT is made this 11th day of September, 2018, by and between the Board of Trustees of the Community College District of the County of Macomb (hereinafter called the "Board") and the Macomb Community College Faculty Organization for the period covered in Article XXXIII.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly labor relations for the mutual interest of the Board and the Faculty Organization.

The parties recognize that a sound educational program is a primary objective of the College District.

The parties also recognize that an important element in the relationship between the Board and the Faculty Organization in meeting the diverse and changing needs of the community, students and clients the College serves is to provide for a process for change. Each new effort should be considered as a building block to the future. With consideration to the fact that our collective staff represents professionalism and expertise in many areas, the parties acknowledge their commitment to this joint process. We recognize the freedom to present views or proposals for consideration. To facilitate a process for change, the parties recognize that the contract needs to provide flexibility from time to time for innovation in educational programs and/or services.

The parties acknowledge that trust is a shared responsibility and is the cornerstone of any relationship. Efforts will be made by administrators and faculty to maintain and enhance a spirit of mutual communication and collaboration in creating an environment that maintains and enhances the quality of curriculum, instruction and services which support student learning and success.

To these ends, the Board and the Faculty Organization encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all teachers, and further affirm their joint commitment to maintaining the best scholarly, professional, and ethical standards of their respective professions.

Terms—For the purpose of clarifying terms used in this document, see Appendix C attached hereto.

ARTICLE I RECOGNITION

A. 1. The Board recognizes the Macomb Community College Faculty Organization, hereinafter referred to as MCCFO, as the sole and exclusive bargaining agent as defined in Section 11 of Act 336, Public Acts of 1947 as amended, and as described in the "Certification of Representative" Case No. R66 K-421, January 11, 1967, by the State of Michigan Labor Mediation Board, for all full-time teachers, counselors, academic advisors, librarians, research assistants, teachers employed in the learning and academic assessment centers, teachers employed as auto service manager/teacher, internship-clinical-service coordinators, apprentice coordinators, teacher-coordinators in student co-op programs, and teachers on special assignment; but excluding administrators, deans, directors, head librarians, coordinators, department chairmen, assistant department chairmen, college nurses, all supervisors, part-time teachers, national teaching fellows, administrative interns and all other employees.

2. Any job title not included in, nor specifically excluded from the bargaining unit, in Article I.A.1., must be subjected to negotiation between MCCFO and the Board to determine whether such position should be included in the bargaining unit. It shall be the responsibility of the director of human resource management to advise, in writing, the president of MCCFO of all postings of new positions.

3. Any other employee in an administrative or supervisory position or on a salary schedule other than that for teachers is also excluded from the bargaining unit.

4. All members of the bargaining unit shall hereinafter be referred to as "teachers" unless otherwise specifically noted.

5. Any teacher temporarily allowed to perform other duties at the College involving reassigned time from their full-time duties or any portion thereof, shall still be considered as a full-time teacher as long as said reassigned time does not violate Article I.A.1.3. and 6. hereof.

6. No administrative duties shall be added to any position within the bargaining unit which has the effect of removing such position from the bargaining unit without prior negotiation and agreement with MCCFO.

7. Non-bargaining unit members shall not be permitted to assume the professional duties of bargaining unit positions as defined in Article I.A.1., except as specified in Articles IX; XIV.A.5. and B.3.; and Appendix G of this agreement.

B. The Board agrees not to recognize or negotiate with any teacher organization or individual other than MCCFO on matters concerning wages, hours, or working conditions for the duration of the agreement or during any extension of this agreement.

C. Proper negotiations and the administration of collective bargaining entail expenses. In the event a teacher shall not join MCCFO by executing an authorization for full dues deduction, MCCFO may ask that teacher to pay MCCFO a fee representing that teacher's proportionate share of MCCFO's negotiation, contract administration, and maintenance expenses.

D. MCCFO agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination if they qualify under the definition described in Article I.A.1. and to represent all teachers equally regardless of membership in any other teacher organization.

E. This agreement shall supersede any individual contracts, existing rules, regulations, or practices of the Board or the administration which shall be contrary to, or inconsistent with its terms. The Board shall make no changes in hours, wages, or working conditions of teachers incorporated in this agreement or institute any re-organization affecting such hours, wages, and working conditions except after good faith negotiation and agreement between the Board and MCCFO.

ARTICLE II BOARD OF TRUSTEES RIGHTS AND DUTIES

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all rights, powers, authorities, duties, and responsibilities conferred upon and vested in it by the statutes and the Constitution of Michigan.

B. The exercise of these rights, powers, authorities, duties and responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be consistent with such statutory and constitutional provisions and shall be consistent with the terms of this Agreement, where applicable.

C. The Board has the legal responsibility and the right to manage its operations: including the right to (A) hire, assign, schedule, discipline, and discharge faculty members; (B) determine and schedule the academic year; (C) locate or relocate its physical facilities and equipment; (D) control of all its property; except as limited by this agreement.

ARTICLE III MCCFO - BOARD OF TRUSTEES RELATIONSHIP

Unless otherwise required hereinafter, delivery of three copies of any communication to the president of MCCFO shall satisfy the communication requirements of this agreement.

A. The Board shall make available to MCCFO, upon request, all statistics and financial information, related to Macomb Community College and in possession of the Board, as are necessary for negotiation of collective bargaining agreements.

B. The president of MCCFO shall be furnished with three copies of the agenda of each public meeting of the Board with all non-confidential attachments at the same time regular distribution is made. Said agenda with non-confidential attachments shall be made available in the library of each campus. The agenda, without attachments, shall be posted in each department or division.

C. The president of MCCFO shall be furnished with three copies of the approved minutes of each public meeting of the Board at the same time regular distribution is made. Said minutes shall also be made available in the library at each campus.

D. Items requested by the president of MCCFO shall appear on the Board agenda provided written notification of the nature of such items is submitted to the college president's office by noon, Wednesday, preceding a regularly scheduled meeting. However, this provision shall not be used as a means of circumventing the grievance procedure of this agreement.

E. MCCFO—Board arrangements described in Article III.D. shall not preclude appearances by teachers acting on their own behalf on issues other than wages, hours, working conditions, or grievances before the Board in the manner prescribed below:

   1. The teacher shall submit a written statement to the president of the college detailing the nature of the item(s) to be presented at least ten (10) working days prior to the regular meeting date. The teacher may also submit a copy to the president of MCCFO if he so chooses. The teacher shall be notified of the time and place to appear before the Board at least five (5) working days prior to the meeting.

F. Provisions shall be made that the hours 2-4 p.m. on the first and third Fridays of each month be reserved for meetings of MCCFO at the call of the president of MCCFO. The second and fourth Fridays may be used for meetings of the various committees on which teachers participate. Meetings called in accord with these provisions shall take precedence over all other meetings involving MCCFO members. One meeting of MCCFO may be scheduled on each campus during the faculty development days at the beginning of each semester.

G. Adequate rooms at the College shall be provided for MCCFO meetings and special

programs, provided that arrangements are made at least two (2) days in advance with the administration, and provided that no cancellation of the instructional program will result. MCCFO members shall have the right to transact MCCFO business on school property provided such activities do not obstruct instructional programs.

H. The Board shall continue to provide MCCFO with an office and conference room. These facilities shall be adequately equipped and furnished so as to provide for the effective disposition of the business of MCCFO.

I. MCCFO shall have the right to use bulletin boards in each department, division or area and other media of teacher communication for MCCFO business provided all such materials are clearly identified with the name of the person originating the same.

J. Members of the bargaining unit who by mutual agreement between MCCFO and the Board participate during working hours in conferences and meetings with the administration, which involve or derive from this collective bargaining agreement, shall suffer thereby no loss of pay.

K. 1. The Board shall grant to the president and grievance coordinator of MCCFO and bear the cost of reassigned time from one-quarter of their normal teaching loads (four credit hours each) each semester for the purposes of implementing the terms of this contract.

2. The Board shall also provide MCCFO the option to purchase reassigned time for the chief negotiator of MCCFO not to exceed one-half of their normal teaching load each semester, and the option to purchase reassigned time for the president of MCCFO not to exceed one-quarter of their normal teaching load each semester.

3. The president of MCCFO, senators of MCCFO, and negotiators for MCCFO shall be assigned no extracurricular activity assignments unless voluntarily assumed. The application of this provision to negotiators who are not senators shall occur only during the semester and spring/summer term if necessary, during which collective bargaining is taking place.

4. MCCFO members serving as negotiators shall be given special consideration in the scheduling of their assignments during the winter semester for the purpose of expediting negotiations, provided that names of negotiators are given to the Board by February 1. Schedule changes for negotiators not named by this date shall be made when possible. This special consideration will also be given during succeeding semesters as necessary.

L. The cost of academic dress for teachers who participate in commencement exercises shall be paid by the Board. Such teacher participation is encouraged, but shall be voluntary.

M. **Campus and District Committees**

1. Prior to the structuring and establishing of any campus or district level committee which involves faculty participation, the charge to such committee shall be mutually agreed upon by the Board and MCCFO. The provisions of this section shall not apply to operational meetings called pursuant to Article VI.A.

2. If MCCFO fails to respond to a request for assistance in the formulation of such a committee within thirty (30) days, the committee may be established unilaterally. Campus and district committees may create advisory sub-committees to expedite their operations. The charges to such sub-committees must be of an advisory and informational nature and may not be broader than the general charge to the parent committee. Such advisory sub-committees can only submit their findings to the parent committee.

3. Standing committee structure

	Faculty Staffing:	Administration Staffing:
Curriculum (Now Unified)	9	5

Standards (Formerly Academic Standards, Professional Standards and Articulation)	6	3
Professional Practices	5 (1 co-chair)	5 (1 co-chair)
Instructional Technology Advisory (ITAC)	5 (1 co-chair)	5 (1 co-chair)

Five administrators will be appointed by the Provost and will include Student Services as well as Learning Unit Administrators.

N. **Staffing, Procedures and Functions**

For the purpose of carrying out the educational task of the institution in an efficient manner, and to provide an effective framework for teacher participation in areas appropriate to their professional responsibility and concern, standing committees shall be established according to M. above.

1. a. The teacher representatives are to be appointed by MCCFO for the duration of this contract. The administrative representatives are to be appointed by the appropriate vice-president.

   b. The routine operational procedures of the committees shall be developed within the respective committees. The external procedures governing committee formation, jurisdiction, reporting, and recommendations, as well as the provision of support services, shall comply with M. and O. herein.

   c. Teachers appointed to serve on a standing committee, for the period of their appointment, shall be given priority in selecting their teaching assignments. This priority does not include the right to select assignments already selected by others.

2. Functions

   Each standing committee shall be charged with the following responsibilities:

   a. **Standards Committee**, this committee shall:

      Recommend policies for the admission and retention of students, student attendance and withdrawal, grading, and audit policies; carry out functions as specified in Article VII.B. whenever appropriate;

      Recommend policies which will support professional development and recognition;

      Recommend policies and procedures which will support the continuing study of articulation between Macomb and other institutions of secondary education and higher learning;

      Recommend policies and procedures which will facilitate the transferability of all MCC credit courses, programs and/or degrees to other institutions of higher learning;

      Recommend methods of improving communications between the faculties of secondary, two, and four year institutions;

      Recommend policies which will attempt to assure that no conflict, competition, or duplication of courses and/or program offerings occur between MCC and other institutions; and review a student's allegation that their final grade was issued in clear contravention of the published grading system of the teacher issuing that grade. This function does not include the right of the committee to review the published grading standards and practices of the teacher and in no case shall the committee substitute its subjective or qualitative judgment for that of the teacher. The committee's authority to change a grade shall be limited solely to cases where it is clearly demonstrated that the teacher has without just cause violated the

published grading standards and practices in the issuance of a final grade. This review process must also conform to the following procedural requirements:

1. The student must initiate the grade review process, that is file the petition (and attach all necessary paperwork) with the Associate Dean on or before the following deadlines:
    a. March 1 for the previous Fall Semester
    b. July 1 for the previous Winter Semester
    c. October 1 for the previous Spring/Summer Semester
2. The teacher shall be notified of the appeal, given a copy of the appeal, and shall have the right to respond by presenting their position to the committee in person and/or in writing before a decision is reached.
3. The teacher shall be notified in writing of the committee's decision and the reasons for said decision.
4. A decision to change a final grade shall require a unanimous affirmative vote of the six (6) faculty members of the committee.
5. These review powers shall not be delegated to any sub-committee.
6. The decision of the committee shall be final.
7. The student cannot also appeal such allegation through the student complaint process (Article VIII).
8. The finding of this process shall not be the basis for disciplinary action against the teacher.

b. **Curriculum Committee**, this committee shall:

Recommend criteria and policies for the creation, evaluation, continuation, revision, and deletion of all course and program offerings in all district and campus divisions of the College;

Recommend policies to assure the transferability of courses and programs from one campus to another;

Recommend new courses and programs from proposals submitted to them;

Review existing courses and programs for their appropriateness for continuation, revision, or deletion;

Recommend requirements for all degrees and certificates awarded by the College in all of its various divisions/departments; and

Recommend catalog descriptions of courses and programs and determine criteria for their revision and deletion.

c. **Professional Practices**, this committee shall:

Review and recommend uniform procedures for probationary committees, and provide in-service training to faculty on those procedures;

Review and recommend curriculum for the faculty academy;

Review and recommend mini-grant or other proposals for advancing effective teaching and learning; and,

Recommend and encourage continuing professional development opportunities for faculty.

d. **Instructional Technology Advisory**, this committee shall:

Be advisory to the Provost and CIO and who will also serve as ex-officio members of the standing committee;

Review and recommend new technologies that respect the diverse aims and needs of various stakeholders including those of students, faculty, and those responsible for maintaining data security;

Review and recommend new technologies that enhance student interaction and success, support pedagogical flexibility and innovation, and increase operational effectiveness and/or efficiency:

Review and recommend priorities in deploying new technologies or upgrading existing technologies that affect Students and faculty, while considering cost, funding, and minimizing disruptions related to implementing new technologies.

3. The service committee may add to the charges of a standing committee.

O. **Operations and Procedures**

1. The recommendations of each standing committee shall be submitted in writing to the appropriate administrator for approval or implementation. In the event that the standing committee's recommendation is not approved or implemented in ten (10) days, the administration and standing committee shall have an opportunity to meet and make any necessary adjustments or changes as they deem appropriate.

   After discussion with the appropriate administrator(s), the committee shall resubmit their recommendation(s) (either in its original form, if no adjustments were deemed appropriate, or with changes) to the appropriate administrator for reconsideration.

   If the recommendation(s) are still not approved or implemented within fifteen (15) days, it shall be returned with a written rationale for non-approval or non-implementation. The committee then may request that its recommendation be placed on the agenda of the next regular Board meeting and it shall be given the necessary time to speak to the item.

   Items thus requested shall appear on the Board agenda provided that written request is submitted to the College president's office by noon, Wednesday, preceding a regularly scheduled meeting.

2. a. Each standing committee shall have access to all materials which are relevant to the deliberations of the body and may use consultants as their need is determined.

   b. Each committee shall be provided with adequate secretarial help and centrally located files on each campus for committee agenda, minutes, correspondence, and records.

   c. The minutes, agendas, and recommendations of each standing committee shall be forwarded to the appropriate vice president, to the president of MCCFO, and to each division/department for posting, to the chairman of each campus standing committee and shall be made available in the library at each campus. Agendas shall be

distributed three days ahead of the meeting.

d. To facilitate its operations, each standing committee may establish, charge, staff, and direct advisory sub-committees as their need is determined by a two-thirds (2/3) vote of a parent committee's total membership.

e. Regular meeting times and provisions for the pre-posting of agenda shall be established by each standing committee.

These provisions shall include a method for fulfilling committee responsibilities during the spring/summer session and may include provisions for joint meetings of campus standing committees or sub-committees thereof. Committees involving teacher participation shall not meet during periods designated as recesses on the College calendar except by consent of the members.

f. Any member of the faculty or administrative staff may place items on the agenda of a standing committee by submitting a written request for action to the chairperson of the committee in keeping with the established procedures of that committee.

P. The Board agrees to furnish MCCFO with the names and the departments or divisions of newly hired teachers within ten (10) working days of hiring.

Q. The Board shall make reasonable efforts to notify teachers promptly whenever there is an official closing of the College because of natural disaster, inclement weather, or other cause.

ARTICLE IV CONDITIONS OF EMPLOYMENT

The Board shall provide notice of all vacancies and these shall be posted conspicuously at each campus. First consideration shall be given to existing staff to fill all vacancies.

A. Notice of all newly created positions and vacancies in permanent positions within the bargaining unit shall be sent to the president of MCCFO and shall be posted at least thirty (30) days prior to the filling of said position, except that notices of positions to be filled by the beginning of the fall term must be distributed and posted by April 1. In the event a vacancy occurs which must be filled in less than these time limits, the period of required notice may be waived or reduced by MCCFO. During this period, the Board may make temporary appointments to fill vacancies. A teacher who is an unsuccessful applicant for a vacant position shall, upon request, be presented with a written statement explaining the reasons for their non-appointment.

B. All positions shall be filled without discrimination as to sex, race, age, color, religion, country of origin or ancestry, disability, sexual orientation, gender identity, political beliefs, marital status, or membership or participation in, or association with the activities of any political, professional, or teacher organization.

C. Each currently employed teacher shall be notified of their rank and scheduled salary for the following year no later than August 1 of each year. A probationary teacher shall upon request of the Board, indicate whether or not they intend to remain at MCC within twenty (20) days after the request is made.

D. 1. The minimum educational requirement for teachers shall be a master's degree in subject matter directly related to the position being filled; or, for teachers of occupational specializations, a master's degree and/or equivalent technical education and/or work experience.

2. Teachers of courses that are designed to present and develop occupational skills shall have at least two (2) years of experience in the occupational area concerned.

3. For certain courses of a specialized nature, such as physical education activities/skill classes (first aid, skiing, golf, etc.), the qualifications may differ from those established in the agreement if agreed upon by the service committee.

4. It is recognized that a discipline may contain some course of such specialized nature that the standards established in Article IV.D. are not, alone, sufficient to indicate the level of expertise required to teach that course. For such courses, the special expertise can be demonstrated by 1) having verifiable special training in that course or the teaching of that course, 2) having successfully completed at least one course in that specialty, or 3) having successfully completed seminars or workshops in that specialty. The list of disciplines and specialized courses shall be:

DISCIPLINE:	SPECIALIZED COURSES:
English	English as a Second Language
English	Reading

5. The minimum educational requirement for counselors shall be a master's degree in counseling as well as holding the credential of licensed professional counselor as determined by the state of Michigan.
6. The minimum educational requirement for academic advisors shall be a bachelor's degree as well as 3 years experience in centralized academic advising or admissions at a college.
7. A teacher of an on-line offering must be certified as having completed an administratively approved course in on-line facilitation appropriate for the offering.

E. Each newly employed teacher shall be provided with a copy of this agreement by the human resources office and other information supplied by MCCFO prior to employment.

F. **Transfers**

1. **Voluntary transfers**
   a. If the same position a teacher holds is vacant on another campus, the teacher shall have the right to request and be transferred to that position. If more than one teacher requests the position, it shall be awarded on the basis of institutional seniority.
   b. A teacher who possesses the qualifications for a vacant faculty position in another department or area or in the district shall receive preference over an external applicant in the filling of the vacancy. Preference in the hiring of an internal applicant over an external applicant for a vacant position is defined to mean that whenever credentials of both applicants are of generally the same quality regarding teaching experience and academic preparation, and/or occupational experience, the Board shall offer said position to the internal applicant.
2. **Involuntary transfers**

   No change in duty or campus shall be assigned without mutual consent and agreement of the teacher involved except when there shall be insufficient work in their division/ department or area to offer them a full load, as defined in Article XII, and they possess the qualifications prescribed in Article IV.D. In the event it is necessary to transfer a teacher to another position within the district, and no volunteers are available, this shall be done in reverse order of institutional seniority at MCC. No teacher shall be required to transfer or accept added duties if their own department or area is at that time using non-bargaining unit members for teaching duties for which they are qualified at times when they are available.
3. A faculty member who resigns a bargaining unit position to accept employment outside the bargaining unit, but at the College, shall be permitted to return to that position within one year. This provision may be renewed for up to two additional one year extensions if mutually agreed to by the individual and the supervisor. MCCFO seniority will not accrue to the individual while employed outside the MCCFO bargaining unit. The College shall not be required to hire a replacement during this period.

4. In the event a full load in the division/department or area from which the teacher was involuntarily transferred develops within two calendar years of the transfer, the teacher shall be automatically reassigned to that division/department or area without loss of seniority of any type. If the full load develops thereafter, the teacher shall have the right to be reassigned to their original position without loss of any seniority. This right of reassignment, however, shall be limited to the first full-time position that opens after the initial involuntary transfer.
5. If more than one person has been involuntarily transferred from a division/department or area, they shall be reassigned or be given the right to be reassigned as provided above in the order of their institutional seniority. No full-time vacancy in a division/department or area shall be posted or filled until all teachers on involuntary transfer from that division/ department or area have been either reassigned or have been given the right to be reassigned to their original position in that division/department or area as specified above.

G. Non-bargaining unit members shall not be permitted to assume teaching assignments which result in the lay-off of any member of the bargaining unit.

H. All new teachers shall be classified by rank, salary, job title, and discipline according to the terms of this Agreement.

ARTICLE V TEACHERS' RIGHTS

A. The Board recognizes the right of any teacher to take or refrain from taking a stand on any issue. The teacher shall be free from administrative and institutional censorship and/or discipline when they speak, act, or write as an individual.

The teacher shall exercise reasonable care to clarify that they are acting, speaking, or writing as an individual and not on behalf of the institution.

1. The teacher shall be entitled to freedom of discussion within the classroom on all matters which they consider relevant to the subject matter under discussion.
2. The teachers of a discipline who teach a particular course shall have the right to collectively determine course content, course goals, course textbooks (which shall be adopted for the fall term and shall be continued for the following winter and spring/summer terms), and the prerequisite skill levels for sequence courses.
3. The teacher shall be entitled to use any materials which they believe achieves the course goals agreed upon by the teachers who teach that course.
4. The teacher shall be free to use any methods or innovations of instruction which they feel achieves the best results and responses from their students. This provision includes the use of books and any other material furnished by the teacher.
5. The teacher shall be free to request any books, magazines, newspapers, or any other materials to be purchased by the library or their department, or area, without censorship, subject to budgetary limitations.
6. The teacher shall be supported with instructional resources and services appropriate to their instructional assignment and subject to budgetary limitations. Such resources and services shall include, but not be limited to, research and development, learning media, and data processing.
7. There shall be no administrative rules or regulations governing teachers' dress or appearance.
8. Involvement of any teacher in a systems, experimental, or other related approach, must be voluntarily assumed.
9. The teacher shall determine the method for evaluating the academic progress of their students and assigning grades upon the basis of the evaluation, provided, however, that

the grades assigned shall be within the grading system adopted by the Board.

10. The presence of any mechanical monitor or communications device during the meeting of class shall be with the prior approval of the teacher concerned.
11. Only instructional administrators may be assigned the duty of verifying the performance of a teacher's responsibilities as defined in Article VI of this agreement.

    Teachers who choose to have their teaching effectiveness evaluated by their supervisor, under the conditions of Article XXXI, shall use only the instrument approved for the purpose.

    Evaluation of teaching effectiveness shall only be accomplished as specified in the evaluation procedure as outlined in Article XXXI.
12. There shall be no evaluation of one teacher by another except as authorized in the evaluation procedure in Article XXXI.
13. **Patent and Copyright Policy**

    If College resources, materials and facilities are not used in the development of any product for the purpose of personal profit or gain, the product shall become the sole property of the individual together with all attendant benefits.

    The use of College resources, materials and facilities for the development of any product for the purpose of personal gain may be undertaken only after agreement between the individual and the Board.
14. Teachers may voluntarily participate in college social, cultural, and professional activities.

B. There shall be a personnel file maintained by the Board for each teacher. The personnel file for each teacher shall be centrally located. There shall be only one personnel file.
   1. The teacher may add to their personnel file materials which attest to their proficiency and experience.
   2. The teacher shall have the right upon request to examine the contents of their own personnel file, the only exclusion being confidential pre-employment credentials of an evaluative nature. Reprimands shall be removed from the personnel file after two (2) years if there has been no intervening disciplinary action; all other disciplinary actions shall remain in the file for a maximum of seven (7) years.
   3. No materials originating from a non-professional source shall be placed in the teacher's personnel file. Nor shall any materials, excepting letters of commendation, be added to the teacher's file unless the teacher has seen and initialed or otherwise acknowledged in writing that they have examined these materials and have been given the opportunity to respond in writing. The teacher's response will be included in their file. If they refuse to acknowledge such materials, it may be included in their file if evidence is appended that they were given the opportunity to acknowledge and respond. Unless a teacher requests exclusion, any communication of a laudatory nature may be added to their personnel file without the requirement of acknowledgment.
   4. At the teacher's request, the Board agrees to reproduce any materials in their personnel file for exclusive use by the teacher except letters of reference and other confidential pre-employment credentials of an evaluative nature.
   5. Data confidentiality shall be guaranteed by limiting access to the information in a teacher's file to appropriate administrators. In all other cases a written waiver by the teacher shall be required. The file shall show on its cover, a complete and accurate log of who used the file and when. No transfer, transport or access of individually identifiable personal data shall be undertaken without every reasonable precaution having been taken to protect the security of the data from unauthorized sources.

      Disciplinary interviews, reprimands, or evaluations of a teacher must be held in private

and shall remain confidential. The teacher shall be notified of the nature of such interview or meeting and be informed of their right to MCCFO representation. This right of notice and right of union representation attaches when the focus of an investigation shifts from a general investigation to a particular teacher. If the teacher chooses to have MCCFO representation, the administration may also elect to have representation present at the meeting. MCCFO shall be notified, in writing, of the nature and disposition of the case.

C. **Field Trip Policy**

1. A field trip is construed to mean any educational activity which requires students and faculty members to leave the campus.
2. Field trips may be undertaken when approved by the instructional supervisor.
3. Where possible, the College will provide transportation for approved field trips.
   a. If transportation is not provided by the College, a faculty member may use their own vehicle upon receipt of a letter of authorization from the College.
   b. In the event that a faculty member used their own vehicle for a field trip, they shall be reimbursed for mileage at the uniform rate established by the College.

   A teacher, except where their job description otherwise states, cannot be required by administrative personnel to contribute time and/or work a department other than their own.

ARTICLE VI TEACHER RESPONSIBILITIES

The teacher shares with the Board responsibility for the academic quality of the College programs.

A. Each teacher is to teach their assigned classes. They shall also develop course content and appropriate instructional material, maintain appropriate records including grades for one year), cooperate in the planning of discipline and, where appropriate, interdisciplinary programs and courses.

   Classes shall normally meet at the times and places scheduled. If a teacher decides to temporarily change the meeting place of their class to another appropriate location, they shall give prior notification to their administrator. Permanent changes shall require approval of the administrator. Any change in meeting time for a class shall require administrative approval.

   Each teacher shall maintain adequate office hours weekly for academic assistance to and advising of students. At least five (5) hours per week shall be posted, as well as filed with the instructional administrator. Office hours shall be on campus, except as authorized by the administrator, and shall consist of not less than one-half hour per occasion. Care shall be taken not to schedule conflicting activities during these hours.

   Each teacher shall attend college, division, department, or area meetings when given 72 hours notification excluding Saturday, Sunday, legal holidays and recess periods; and assist with registration in non-clerical capacities. This notification shall, for all except College-wide meetings, include an agenda which shall be limited to College business. Provisions of this section shall not apply to regularly scheduled meetings mutually agreed to at the beginning of each semester.

B. The teachers who teach a particular course shall have the responsibility to specify in writing a collective statement of course content, course goals, and prerequisite skill levels for sequence courses. This collective statement for each College course must be filed in syllabus form with the instructional supervisor. Subsequently, all course syllabuses must be reviewed and, if necessary, revised by the teachers in the area who teach the course, every other academic year beginning with the year 1984. Teachers of each course in every area

must demonstrate in a predetermined manner that such a review by them has taken place and file any revision with the instructional supervisor. A teacher shall, within two (2) weeks of request by their instructional supervisor, submit to the supervisor a course outline which demonstrates agreement with the collective statement of course content, course goals, prerequisite skills and course textbook selection.

C. The teachers in a discipline who teach a given course shall draft a single common list of textbooks approved for use in the course provided that such list shall, if any member of the discipline so desires, include one alternate but may not include any other text not actually required for use in at least one-fourth the number of sections of that course being taught by full-time faculty members in any given semester.

D. The teacher has a responsibility to try to achieve course goals and to cover course content as collectively agreed to under the provisions given in Article V.A.2. Furthermore, the teacher has the responsibility to provide to each student in their classes, at the beginning of each term, written material that presents, but is not limited to, intended course goals or outline, potential grading standards and practices, and a tentative schedule of assignments and tests. These same materials shall, upon written request, be provided to the instructional supervisor.

E. When instructional innovations are planned, the teacher, prior to implementing the innovation in the course, shall inform their instructional supervisor and those other teachers in the area who teach the course about the innovation and the method by which it shall be evaluated. Such innovations shall be carried out in a professional manner and within budgetary limits.

F. Reasonable departmental non-teaching assignments and tasks, clearly defined by the instructional supervisor, shall be assumed on a voluntary basis; if no volunteers can be found, such tasks shall be equally distributed among the members of the division, department, or area, according to a plan that is developed by the teachers in that division, department, or area, and that provides for equitable and appropriate distribution of tasks among the teachers in the division, department or area. If the teachers in the division, department, or area do not agree upon a plan for the distribution of work within five (5) working days of a request for such a plan by a division, department, or area administrator, the administrator shall make such task assignments as are necessary to get the work done.

G. Coordinators of cooperative programs with student workloads have a responsibility to interview students, develop a placement for the students, supervise students by planning appropriate goals and reports, visit the student at the job site and/or campus, handle employer's evaluations and evaluate student progress.

H. Area coordinators shall fulfill those responsibilities defined in the area plan in accord with Appendix H.

I. **Conflict of Interest Policy**

As educational professionals, faculty recognize the importance of safeguarding their proper relationship with students and with the College. To this end, it is unethical for a faculty member, while an employee of the College, to benefit from their position to the detriment of a student or the institution. Accordingly, it is unethical for a faculty member to:

1. Coerce or require students to join religious, political, business, charitable, professional, civic, or social organizations, provided that this example does not impair advocacy protected by the First Amendment. Faculty may, of course, recommend that their students join professional and/or academic organizations.
2. Coerce or require students to engage in a business transaction from which the faculty member will profit. This does not impair the right to select one's course textbooks under Article V.
3. Solicit or engage in a sexual act or unlawful activity with a student.

4. Serve as the teacher of a student who is related by blood, marriage, or adoption.

   In such cases when only one teacher is available for a certain class, this rule will be waived. Within a week of the start of class, the associate dean of the area must be informed in writing by the teacher.
5. Compete, while employed at the College, with MCC offerings or services by soliciting or otherwise exerting pressure on students to avail themselves of such services or course offerings. However, it is entirely permissible for faculty to teach or perform professional duties at other institutions or in private practice.
6. Disclose confidential information acquired by virtue of their position to a competitor of the College.
7. Accept any tangible or intangible property (unless de minimus) in return for an action or forbearance or the exercise of influence in a College matter.

   The term "student" as used here is defined as a student who is currently enrolled in the faculty member's class or under the faculty member's supervision or guidance.
   Violation of these ethical principles may result in discipline.

ARTICLE VII PROBATION AND PERMANENT STATUS

A. **Probationary Status**

1. The probationary period of new teachers, except as defined below, shall be three years. No teacher shall be required to serve more than one probationary period at Macomb Community College. Each new teacher must complete the prescribed training in the New Teacher Academy during the first two years of the probationary period.
2. A new employee of the College falling within the bargaining unit will be given a one year probationary contract. This contract will be renewed for a second and third probationary year unless a charge including a request for termination of employment is made against the holder of the probationary contract which is upheld by the president of the College after due process for reasons consistent with A.3. below. However, no holder of a first year probationary contract shall be refused a second year contract for reasons arising solely from the evaluation procedure as defined in Article XXXI. A probationary teacher who does not receive satisfactory recommendations from the immediate supervisor and/or the bargaining unit members of the evaluation team may be placed upon fourth year probation.
3. The employment of a probationary teacher shall not be terminated except failure to meet the standards established by the departmental or area evaluative procedures pursuant to Article XXXI or for reasonable and adequate cause.
4. If the employment of the probationary teacher is to be terminated for reasons arising solely from the evaluation procedure, they shall be notified of the reason(s) by the provost by March 15. If the College fails to notify said probationary teacher by that date, it is agreed that (a) a first or second year probationary teacher shall be employed for a second or third probationary year, as the case may be; or (b) a third year probationary teacher shall be granted permanent status.
5. On successfully completing their probationary contracts, the new employee shall be given a permanent contract.
6. A teacher hired to teach in a transfer program beginning with the fall semester, 1968, must have a master's degree before they are placed upon permanent status. If they do not have a master's degree at the end of their third year probationary period, they may be granted a fourth year's probation. A teacher of an occupational specialty may be required to meet criteria established by their department or area instead of the

attainment of a master's degree as a condition of being granted permanent status.

7. The permanent contract shall be issued ten (10) days after the April Board meeting except when canceled or delayed through the procedures of due process explained below.
8. Contract Continuation
   a. A member of the bargaining unit holding a probationary contract receiving recommendations for permanent contract will be granted a permanent contract upon approval of the Board.
   b. A member of the bargaining unit who has received a permanent contract will continue in the employ of the College unless specific charges shall be placed against them including a request for dismissal from the College. If such a charge is placed, the procedures shall conform to D.1.

B. **Due Process For Contract Termination Of Probationary Teachers**

1. a. A request for discharge of a teacher at the end of their probationary contract must be submitted to the provost, who will initiate due process by convening the Standards Committee as explained below.
   b. The Standards Committee shall review the evaluation of the teacher and determine whether the teacher was given written warning and adequate time and support to correct the deficiencies that formed the basis of the recommendation for discharge. The College will furnish a secretary to record and transcribe all hearings held by the committee.
   c. The committee will prepare a written report no later than May 1. A copy of the written report and findings will be delivered by registered mail to the teacher, the president of the College, and the president of MCCFO.
   d. Upon receipt of the written report and findings of the committee, the president of the College shall determine whether the probationary teacher shall be discharged. This determination shall include the opportunity for an appearance before the president. The decision of the president shall be final and binding.
2. A request for discharge of a teacher for adequate and reasonable cause prior to the expiration date of their contract must be submitted to the provost, who shall conduct a hearing and recommend to the president of the College whether the teacher should be discharged. The decision of the president shall be final and binding.

C. **Teacher Academy**

1. The Teacher Academy will provide professional staff development opportunities for all new teachers during the probationary period.
2. All new teachers must attend eight full-day sessions during the first year of the probationary period.
3. For faculty whose employment will start at the beginning of a term, two full-day orientations sessions of the Academy will be scheduled prior to that term but not more than ten days before the term's first day of classes. Where possible, these orientation sessions shall coincide with "flex" days and faculty of the discipline in which the new employee will work will be given the opportunity to conduct a portion of this orientation process. For faculty whose employment starts during a term, a similar orientation will be provided but scheduled no more than ten days prior to their first scheduled day of work. Other sessions of the Academy will be held on the third Friday of the month. During the probationary period, new teachers will not be allowed to select Friday classes so that they will be able to attend every session of the Academy if a full load consistent with Article XII B. 5 is available. Otherwise, substitutes for classes that must be missed to attend sessions of the Academy will be provided.
4. The sessions of the Academy will be based on the goals of the academic unit and other

areas of concentration which may include, but are not limited to, the following: community college mission; curriculum development; integration of technology into the curriculum; course assessment; learning theory and practice; pedagogical tools; student retention strategies; teaching strategies for the academically at risk student; and diversity.

D. **Permanent Status**

After having completed the probationary period, the teacher shall be granted a permanent contract which shall remain in force with annual agreements regarding status and salary, and such teachers shall not be dismissed except as hereinafter provided.

1. Discharge of a teacher under permanent contract may be only for reasonable and adequate cause, and after charges, notice and hearings as hereinafter provided. All such charges against a teacher shall be detailed in writing, signed by the provost, and filed with MCCFO, the president of the College, and the teacher. In the event the president determines that charges should be pursued, they shall conduct a private hearing to be held within 30 days. The president shall deliver their written decision to the teacher and MCCFO within 30 days from the close of the hearing. Arbitral review of a discharge may be initiated by filing a grievance at Step 3 of the grievance procedure.

E. No teacher shall be demoted from rank or salary.

F. All full-time teachers shall be granted the rank of professor concomitant with the awarding of the permanent contract described above.

ARTICLE VIII PROCESSING OF COMPLAINTS

For purposes of this Article, a complaint shall be defined as an allegation by a student(s) of misconduct or non-performance of faculty contractual obligations.

In dealing with such a complaint, the substantive and procedural limitations set forth in this Article must be adhered to. No disciplinary action shall be taken against a faculty member unless it is for just cause and only after full opportunity of due process has been afforded.

A. **Substantive**

1. Complaints must be written, dated and signed by the complaining party. Complaints must be filed by the last day of classes of the next fall or winter semester following the semester during which the alleged act(s) of misconduct or non-performance occurred.
2. The charge of alleged misconduct or non-performance of duties must refer to actions taken in the performance of contractual obligations.
3. The administration may not solicit a complaint; however, a verbal complainant may be instructed as to proper written procedures.
4. The administration must refuse to accept any complaint which does not adhere to the substantive definition of a complaint contained herein.
5. Commencing with the first evaluative interview that the administration shall have with the faculty member, said faculty member shall be advised of the nature of the interview and their right to MCCFO representation three (3) working days prior to such an interview taking place. The representative for MCCFO shall be the grievance coordinator or their designee.
6. The administration may elect to have representation present during the complaint process. The representative shall be the vice president for human resources or their designee. The number of representatives for MCCFO or the administration shall not exceed two (2) unless by mutual agreement.
7. Care must be taken to preserve confidentiality during the entire process.

B. **Procedural**

1. Only the appropriate vice president or their designated representative may accept and process a complaint against a teacher.
2. The vice president or their designated representative must evaluate a complaint within fifteen (15) working days after receipt unless the faculty member and the vice president or their designee mutually agree to an extension. This evaluation may include an informal discussion between the vice president or their designee, the faculty member and MCCFO grievance coordinator or their designee. The faculty member and MCCFO must be given a three (3) day written notice prior to the meeting.
3. If the vice president or their designee decides that the complaint does not warrant further consideration, they shall destroy the complaint on or before the termination of the fifteen (15) day, or mutually extended, evaluative period.
4. If the vice president or their designee decides that the complaint warrants further consideration, the faculty member and MCCFO will be notified in writing of the charge and the nature of the alleged misconduct or non-performance of responsibility on or before the termination of the fifteen (15) working days, or mutually extended, evaluative period. At the same time, the faculty member and MCCFO shall be provided with a copy of the complaint in its original form as defined in Article VIII.A.1. and a written statement of particulars as to the administration's basis for proceeding with the investigation.
5. The faculty member and their MCCFO representative will have an opportunity for a meeting with the vice president or their designee to refute or resolve the charges. Such a meeting shall take place no later than ten (10) working days after the receipt of the written particulars. This period can be mutually extended.
6. If consultation with the vice president or their designee does not resolve the complaint, a confidential investigation of the facts shall be initiated no later than five (5) working days after the meeting described in 5. above, unless there is a mutually agreed extension. The investigation shall be terminated no later than ten (10) working days after the date of initiation, unless there is a mutually agreed extension. The faculty member may be represented by MCCFO during the course of the investigation.
7. If the vice president or their designee determines that the findings of the investigation do not substantiate the complaint, they shall destroy all written documents pertaining to the complaint within five (5) working days after the termination of the investigation and shall certify that action to the faculty member and MCCFO.
8. If the vice president or their designee believes that the investigation substantiates the complaint, they shall indicate within five (5) working days after the termination of the investigation whether appropriate disciplinary action will be taken. If action is to be taken, the faculty member shall be entitled to appeal to the vice president and the vice president for Human Resources. The faculty member may be represented by MCCFO during the appeal. The appeal shall not preclude opportunity to proceed according to Appendix D.
9. A complaint which is substantiated and subsequently filed in a teacher's personnel file shall be removed from that file and destroyed, together with all records maintained by the College of the investigation and subsequent discipline, two years after the original filing date, provided that there has been no substantiated recurrence of the behavior which has resulted in further disciplinary action.

ARTICLE IX SPECIALLY FUNDED AND TEMPORARY (NON-PERMANENT TRACK) POSITIONS

A. Teachers who are not bargaining unit members may be employed for specially funded programs. A specially funded program shall be defined as a program that receives at least

50% of its financing from non-college operating funds. Provisions of this agreement not specifically enumerated herein shall not apply to teachers employed for specially funded programs.

1. Seniority rights as specified in Article XXIX.A.1. and 2. shall not accrue to teachers initially employed under the provisions of this Article.
2. The salary and fringe benefits for all teachers working on such programs shall conform to program limitations but in no instance shall exceed the salary and fringe benefits of teachers covered by this agreement.
3. Teachers employed in specially funded programs shall not be used to replace bargaining unit members by performing any responsibilities or duties being performed by members of the bargaining unit.
4. a. If a specially funded program becomes permanent (at the end of three years or earlier by Board decision), MCCFO and the Board will negotiate placement of all professional positions in the bargaining unit. Those positions determined to be in the bargaining unit will be posted and filled consistent with the terms of this agreement.

B. Temporary (non-permanent track) teachers may be awarded a contract for any period up to a maximum of one year. The contract may be renewed up to a maximum of two years. Temporary (non-permanent track) positions may be used for the following reasons: leave of absence, significantly increased demand in certain programs and courses, experimental programs and courses, absence due to in-service training or special assignments, and coverage during the year in which a former faculty member has a right to return under Article IV.F.3. By mutual agreement between the appropriate discipline, Area, or Department faculty and the immediate administrator, the provisions of Article XXVII may be waived. In the case of a waiver, discipline, area, or department faculty shall recommend a candidate from the approved roster of part-time faculty. Articles IV.F.1., 2. and 4.; VII, XV, XVI, XVII, and XXVIII shall not apply to temporary (non-permanent track) teachers.

ARTICLE X RESIGNATION AND RETIREMENT

A. **Resignation**

1. A permanent contract teacher who intends to terminate their full-time employment at MCC at the end of the academic year shall notify the Board of their intent as soon as possible, preferably by April 15, so that the selection process defined in Article XXVII can be initiated in the affected department or area.
2. Resignations shall be submitted in writing to the president.
3. Resignations occurring at times other than the end of the academic year may be accepted by the Board when it is mutually agreed that the action is in the best interest of the individual and the College.

B. **Retirement**

1. Eligibility for retirement shall be governed by the provisions of the Public School Employees Retirement Act. (Earliest regular retirement age under this act is age 55.)
2. Retired teachers may be hired as temporary teachers pursuant to Article IX. and shall be compensated at the rate of $500 per equated hour.
3. Retired teachers who are on an area's list of part-time teachers may be hired for part-time teaching and shall be compensated at the staff rate.

ARTICLE XI COLLEGE CALENDAR

A. The parties to the agreement shall, during its effective period, negotiate a calendar for the succeeding academic year after the termination of this agreement. This calendar shall be completed by March 1, and shall indicate the beginning and ending dates of all instructional periods, including semesters and spring/summer sessions; any other days for which faculty attendance or performance is required and all recess days or periods.

B. There shall be no alteration of this calendar except by mutual consent of both parties. See Appendix E.

ARTICLE XII TEACHERS' REGULAR WORKLOAD AND CLASS SIZE

The provisions of this section apply to all semester and spring/summer sessions or portions thereof.

A. **Scheduling of Classes and Work Schedules**

1. No less than sixty (60) calendar days prior to the published deadline date for submission of the class schedule to the office of the academic vice president and provost, each area shall be supplied with scheduling guidelines and shall then have thirty (30) days to submit recommendations regarding the class schedule to their immediate supervisor which they shall consider when drafting the course schedule of that area. There shall be at least thirty (30) days between the deadline for faculty submission of recommendations on the class schedule for one term and the submission of recommendations on the class schedule for the subsequent term.
2. A similar opportunity will be made available to counselors and academic advisors, librarians, and coordinators of cooperative programs in establishing their area's work schedule. An Area's work schedule will not necessarily be built for a semester at a time.

B. **Instructional Assignments**

A system for determining the order of selection of instructional assignments and for covering the instructional program shall be drafted in accordance with Appendix H by the teachers of each area (see listing in Appendix F) by October 1. If an area has not submitted a contractually consistent plan by this date, the service committee shall establish an interim plan for that area until such a plan is submitted. The area plan shall stay in effect at least one year.

In the event the plan drafted does not adequately cover the instructional program, the teachers shall be advised by their instructional supervisor and given a second opportunity to devise the system. If the second draft of the system is not satisfactory, an appeal shall be made to the instructional dean, whose decision shall be final.

The established system shall be in accordance with the terms of this agreement and the guidelines provided below.

1. In the event the teachers of a department or area do not establish a system for determining the order of selection of assignments by October 1, the selection of assignment shall be based on department or area seniority. Should a tie in seniority occur, order of participation in the process of selection shall be settled by lottery.
2. If any classes of a teacher's regular assignment fail to materialize, that portion of their class load shall be completed under the terms of 5. below prior to the assignment of any classes to other persons.
3. When requested by the instructional supervisor, classroom teachers will select their regular workload for the coming winter term by the third (3rd) Monday in September each year and the workload for the coming fall term by the third (3rd) Monday in March each year. The scheduling of full-time teachers' classes shall be accomplished prior to the assignment of any classes to other persons.

4. Teachers identified as MCCFO negotiators shall be scheduled according to the provisions of Article III.K.4.
5. All daily classes for any teacher shall be scheduled within a six (6) hour time interval. No teacher shall be required to teach more than three (3) consecutive hours without a break of at least one (1) hour, nor shall he be assigned a class before 10:00 a.m. on a day following a class assignment after 6:00 p.m. without prior agreement of the teacher involved. Failure to waive any of these provisions will not be considered in the evaluation process or as a condition of employment. Individual teachers for whom full teaching loads cannot be generated within the time limits as established above, shall not be required to teach after 6:00 p.m. for more than two (2) evenings per week. Provisions of this paragraph apply only to classroom teachers.
6. For those teachers whose regular assignment is thirty-five (35) hours per week, no individual shall be required to accept an assignment in excess of 8 hours per day nor two (2) evenings after 6:00 p.m. per week. In addition, no individual shall be required to accept an assignment that is split (excluding a one hour break for lunch or dinner). Failure to waive any of these provisions will not be considered in the evaluation process or a condition of employment.
7. The criteria for inter-campus/divisional, department/area teaching assignments, to complete a workload, shall be a minimum accumulation of twenty (20) semester hours, at least fifteen (15) of which shall be graduate credits in the discipline to be taught or equivalent experience in occupational areas.
8. Prior to the time a teacher selects their regular assignment, they shall be advised of all sections being blocked.
9. Deviations from a teacher's regular workload may occur only if a class fails to materialize, or if mutually agreed between a teacher and their supervisor; however, bumping shall not be allowed where a teacher can complete their full workload from unassigned classes within their area/department/division and consistent with Article XII.B.5. Errors in the Schedule of Classes shall not be binding.
10. Each faculty member must schedule their workload to be on campus for classes a minimum of three (3) days per week.
    a. Faculty who are trained or in the process of training to teach on-line classes before April 19, 2013 (and successfully complete the training), will continue to be allowed to select as many on-line classes as they desire to fulfill their base-load and/or extra contractual limits.
    b. Faculty who train to teach on-line on or after April 20, 2013, will select two on-ground classes as part of their base load. Faculty may then select on-ground or on-line courses to complete their base load and extra contractual selections.
    c. Faculty who are trained and do not teach any on-line classes during seven consecutive academic years must successfully complete re-training before selecting an on-line class.
11. During faculty development and organization days, all teaching faculty shall be on campus the same number of hours per day as regularly scheduled for non-teaching faculty (counselors, librarians, etc.) However, these hours must be scheduled between 8:00 a.m. and 5:00 p.m. The following tasks may be assigned according to the plan developed by each Area:
    a. curriculum development
    b. academic placement assistance
    c. other normal departmental and/or area tasks
    d. committee meetings

    Meetings called by the administration during faculty development days shall be

called in accordance with Article VI.A. and shall be for the purpose of conducting College business. All other meetings, assemblies, workshops, or lectures shall be voluntary, except for those scheduled jointly by the standards committee and the academic vice president and provost for the winter term faculty development day.

12. A teacher who develops a course shall have priority in teaching that course, as part of a base load, for a period of three (3) years immediately subsequent to its development.

C. **Hour Load**

Variations in hour load as described hereafter can be arranged by agreement between the teacher and their instructional supervisor.

1. Classroom teachers
   a. For purposes of computing hour load, one credit hour shall be equal to one equated hour except as specified below:
   b. A teacher shall teach no less than fifteen (15) and no more than sixteen (16) equated hours per semester. However, during the spring/summer and fall semesters, a teacher in an over staffed area may reserve one of their spring/summer selections and/or up to two fall extra-contractual selections to apply in fulfilling the regular workload requirement for the winter semester. If these reserved credit hours are not used to fulfill the regular workload requirements, the teacher will be compensated for them at their appropriate rates as provided in Article XIV. The banking option may be exercised only one time during the term of this agreement.
      i. If a teacher's desired course selection brings them to between fourteen (14) and fourteen point five (14.5) equated hours, and they do not desire extra-contractual classes, the teacher will be given the option to fulfill base load by electing up to a one (1) equated hour assignment in the learning center to bring the teacher's base load to fifteen (15) equated hours. This option will obligate a faculty member to a two-hour assignment each week as described in C.1.iv below.
      ii. If a teacher's desired course selection brings them to between fourteen point six (14.6) and fourteen point nine (14.9) equated hours, and they do not desire extra-contractual classes, the teacher will be given the option to fulfill base load by electing up to a point four (0.4) credit assignment in the learning center to bring the teacher's base load to fifteen (15) equated hours. This option will obligate a faculty member to a one-hour assignment each week as described in C.1.iv below.
      iii. If a teacher exercises this option, they may not elect extra contractual courses in the same semester.
      iv. The requirements of this assignment are as follows:
         1. The teacher would be available in the learning center one or two hours per week, as determined in C.1.i and ii above, to assist students with learning in their discipline.
         2. The hours would be scheduled at the beginning of the semester and would be confined to the hours when the learning center is open.

3. The hours would be the same for the entire semester.
4. A teacher electing this option could hold student assistance hours in a studio or laboratory (but not a faculty office) if their associate dean approves the arrangement.

c. Course contact hours which exceed credit hours shall be equated at eight-tenths (.8), except as provided hereafter.

d. A contact hour is defined as a fifty (50) minute class session.

e. Science wet lab sections as defined in Appendix C.22. shall be equated at 1.0 in recognition of the large classes scheduled in that area. This exception shall preclude such labs from participation in the student penalty pay.

f. English composition classes shall be equated at one and one-third (1.33).

g. Where course contact hours are less than credit hours the equated hours for the course shall be equal to the contact hours.

h. Directed studies and independent studies shall be equated at two-tenths (.2) times the number of students enrolled.

i. Team teaching shall be prorated on the basis of actual instructional time, based on the equated hours for the assignment being team taught.

j. Combined sections of the same course shall be equated as follows:

2 at 1.5 3 at 1.8 4 at 2.0

Combined sections shall be considered individually for the purpose of computing productivity pay.

k. When different courses are intentionally combined in the same section, the following limitations will apply:

(1) the courses shall be highly similar in nature.

(2) no more than three (3) courses shall be combined in any such section.

(3) the maximum number of students enrolled in such a section shall not exceed twenty-eight (28).

(4) teacher credit for such combined sections shall equal the highest credit granted for one of the courses.

l. Directed studies, team teaching, and combined sections as specified in h., i., j., and k. above shall require the consent of the teacher(s) and the approval of the instructional dean.

m. Entire sections shall be taught by a single teacher unless team teaching is agreed to by teachers who teach the course and is authorized by the instructional dean.

n. Lecture portions of nursing courses shall be scheduled as section(s) separate from the clinical/laboratory portion(s) of those courses. Such lecture sections shall have equated hours equal to contact hours. Clinical/laboratory sections shall be equated at 1 equated hour per contact hour.

2. Counselors, academic advisors, librarians, apprentice coordinators, and research assistants.

a. The workload of counselors, academic advisors, librarians, learning and academic assessment centers teachers, apprentice coordinators, and research assistants shall be thirty-five (35) hours per week exclusive of lunch hours.

(1) Holidays and recesses shall be determined by the instructional calendar.

(2) In a scheduled week in which a College holiday or other non-scheduled day (Monday through Friday) occurs, the number of service hours to be scheduled for that week shall equal 35 hours minus the product of 7 hours multiplied by the

number of holidays or other non-scheduled days in the week.

b. The system for determining the workload shall be in accordance with XII.B.6.

c. There shall be provided an eight (8) week rider to the basic contract of librarians who had ten (10) week riders during 1971-72. Compensation shall be at the teacher's hourly rate. This eight (8) week employment shall normally be available during the spring/summer period. However, the immediate supervisor may assign a portion of this employment during the recess periods shown on the academic calendar. This assignment shall be made no less than thirty (30) days before the work is expected to be performed.

d. The work schedule for counselors shall be either a two hundred twenty-five (225) duty day, ten (10) holiday, twenty-five (25) non-duty day work year, 44-week period or a 34-week period. Counselors employed before May 18, 1998, may select either option but no more than 30% may select the 34-week schedule. The selection of this option must be given to the appropriate administrator by August 1 of each year. Counselors selecting the 34-week option will have the same schedule as the negotiated academic calendar. The work schedule for counselors hired under this agreement shall be the first option.

e. Counselors having the 44-week option will be scheduled for any 44 weeks during the calendar year excluding holidays and the time between Christmas and New Year's Day and each will be allowed to schedule at least two (2) weeks off between the end of the winter term and the start of the fall term. Normally, the 44-week option shall consist of 219 duty days. However, when a recess or holiday (except Christmas Eve, Christmas, New Year's Eve, and New Year's Day) observed by the College falls during a scheduled workweek, a full week (5 duty days) will be credited. If any of the fore-going enumerated holidays fall during a scheduled workweek, the duty days displaced by the holiday(s) from the normal 5-day work-week will be made up at a different time.

   Counselors with the 44-week option may complete a full week of work in the last week of an academic year with work days which fall in the succeeding academic year. The resulting work week may be credited to the 44-week obligation of either academic year.

   Schedules will be made known to the 44-week counselors for a minimum of a semester at a time. Each counselor will select, according to the area plan, a master schedule (individual workload) for each semester. These will be coordinated by the scheduling coordinator. Any variation from this master schedule must be approved by the immediate administrator.

   Counselors selecting the 44-week option will be paid at the rate of 1.27 times their annual base salary. However, if a counselor's annual base salary exceeds the maximum, provided in Appendix A.3., then their pay will be annual base pay plus 27% of the maximum. Longevity payments will not be used in calculating pay for the additional ten (10) weeks.

f. Counselors who work the two hundred twenty-five (225) duty days option will be paid at the rate of 1.3024 times their annual base salary as determined by Appendix A. However, if a counselor's annual base salary exceeds the regular maximum, provided in Appendix A.3., then their pay will be annual base pay plus 30.24% of the regular maximum. Longevity payments will not be used in calculating pay for the additional fifty-six (56) days.

g. The work schedule for academic advisors shall be two hundred twenty-five (225) duty days, ten (10) holidays and twenty-five (25) non-duty days.

h. The regular workload of counselors, academic advisors, librarians, and research assistants shall not include classroom teaching except as provided in Appendix

F.C.2.d.

3. **Coordinators of cooperative programs**

   The regular workload for a coordinator of cooperative programs shall be a student workload of not less than fifty (50) nor more than sixty (60) students.

   a. If there are insufficient students to comprise a full load for a full-time coordinator, the equated hours for those students comprising a portion of the regular load shall be computed at three-tenths (.3) times the number of students.

   b. The provisions of Article XII.C.1.l. (combined sections) and Article XII.D.1. (productivity pay) shall not apply to cooperative education.

   c. In the technical cooperative education area teachers employed as full-time cooperative education coordinators during the 1976-77 academic year may exercise either of the following options as determined by the area plan for that area:

      1) One of the cooperative education coordinators shall be responsible for all seminars in the area and shall have a student load of thirty-five (35) students. The other coordinator shall have a student workload of not less than fifty (50) nor more than sixty (60) students.

      2) Each of the coordinators of cooperative programs in the area shall teach a seminar (or seminars) and shall have a student workload of forty-five (45) students.

4. **Internship-clinical-service coordinators**

   a. The workload of the internship-clinical-service coordinators shall be 35 hours per week exclusive of lunch hours, and reasonably distributed over the five-day period.

   b. Holidays and recesses shall be determined by the instructional calendar.

   c. In a scheduled week in which a College holiday or other non-scheduled day (Monday through Friday) occurs, the number of service hours to be scheduled for that week shall equal 35 hours minus the product of 7 hours multiplied by the number of holidays or other non-scheduled days in the week.

   d. Internship and clinical coordinator positions shall be selected for the entire academic year and persons selecting these positions shall perform the duties included in, but not limited by, the respective program accreditation guidelines. If there are insufficient students to comprise a full academic load based upon .3 per student, the coordinator's academic load shall be prorated between coordination and classroom teaching.

D. **Student load**

1. The average number of students in the classes taught under the teacher's basic workload shall not exceed twenty-eight (28) based on class count at the end of the third week of the semester or term. In the event the average exceeds twenty-eight (28), the teacher shall receive as a productivity payment, consistent with the schedule of Appendix B, the amount of six dollars ($6.00) per student credit hour for the excess number of students over the average as defined above. Extra-contractual and spring/summer classes shall not be included in the computation of productivity pay.

2. Speech, reading, business communications, and English composition classes shall not exceed twenty-eight (28). Creative writing classes shall not exceed thirty-two (32).

3. Consistent with the timelines in Article XII.A., other variations in student load may be cooperatively established between the faculty of an area or department and the instructional supervisor, with the approval of the academic vice president and provost.

4. Experimentation by the individual teacher in class size, methods of instruction and media shall be encouraged and recognized provided it is within budgetary limitations, and with approval of the instructional supervisor and academic vice-president and

provost.

5. The number of students in laboratory classes shall not exceed the number of available work stations.
6. Compensation of teachers authorized to perform technical laboratory maintenance shall be at the rate of ten dollars ($10) per hour. This compensation is excluded from the provisions of Article XIV.A.4.
7. The provision of assistants for science laboratories shall be continued.
8. The maximum number of students per online section taught by the present methodology shall be twenty-six (26). The parties agree to renegotiate these limits for other on-line instructional methodologies, as they become available at MCC.
9. Nursing theory classes shall not exceed 40 students and nursing clinical classes shall not exceed 8 students. Faculty shall be paid $15 per student per credit hour for each student over 30 in a theory class.

ARTICLE XIII TEACHING FACILITIES

A. The Board shall provide each teacher, subject to budgetary limitations, ample office space and equipment which is necessary to carry out activities which clearly relate to teaching duties. In addition to the usual office supplies, teachers shall have access to resources available such as typewriters, calculators and duplicating machines. The objective is the two person office with appropriate individual equipment for each teacher. All new facilities shall be built with offices designed for no more than two persons and no more than two persons shall be assigned to these offices without agreement between the immediate supervisor and teachers involved. No person(s) shall enter a teacher's office without permission of the teacher except in an emergency or for normal cleaning and maintenance.

B. The Board shall continue to provide office facilities for the counseling of students which afford the highest degree of privacy.

C. The Board shall provide at no charge, year round, well maintained, well lighted and patrolled parking lots limited to full-time staff and conveniently located on each campus.

D. The Board shall maintain for the exclusive use of the professional staff, well equipped lounging, dining and rest areas.

E. The Board shall provide a separate reading room in the south campus library and a reading area in the center campus library exclusively for use of the professional staff for research and in-library reading. These rooms or areas shall not be used, however, as substitutes for regular offices.

F. The teachers shall have the right to use the school mailing facilities for intra-campus and outside mailing purposes. Postal charges borne by the College are limited to non-personal mail. Teachers' mail shall not be opened and the mailboxes of teachers shall not be disturbed under any circumstances by unauthorized persons. The use of College mailing facilities shall be for College related business only.

G. Adequate secretarial services shall be provided for each department or division.

H. Classrooms shall be quiet, well-equipped, well-lighted and shall be assigned according to the needs of the class to be taught in the rooms. Rooms must conform to safety and fire regulations which determine the number of students for any allocated room space.

ARTICLE XIV EXTRA-CONTRACTUAL, SUPPLEMENTAL, SPRING/SUMMER AND REASSIGNED TIME ASSIGNMENTS

Full-time teachers employed beyond their basic contractual obligation shall receive compensation and shall be expected to work subject to the provisions set forth in this Article.

A. **Extra-contractual assignments**

1. Teachers employed for extra-contractual assignments as defined in Appendix C.11. shall be paid at the rate of 1/51 of their basic annual salary per equated hour taught, consistent with the provisions of Article XII.C.
   a. A teacher whose selections place their workload in the range of fourteen (14) to fifteen (15) equated hours shall be paid for equated hours taught in excess of the base-load of fifteen (15) at the extra-contractual rate.
   b. A teacher whose regular workload is in the range of fifteen (15) to sixteen (16) equated hours shall be paid for any additional equated hours in excess of regular workload at the extra-contractual rate.
   c. A teacher whose regular workload exceeds sixteen (16) equated hours shall be paid for those equated hours in excess of fifteen and one-half (15-1/2) or sixteen (16), at the teacher's option, at the extra-contractual rate.
   d. If a teacher's basic annual salary exceeds the maximum provided in Appendix A.3., then the rate per equated hour shall not exceed 1/51 of that maximum.
2. Teachers, as defined in Appendix C.25, performing extra-contractual services other than classroom instruction shall be compensated at three-fifths (3/5) of their hourly rate (the hourly rate for counseling by teachers other than 34 or 44-week counselors or for academic advising shall be determined by the teacher's placement on the salary range for 225-day counselors or 225-day academic advisors, respectively) computed on the basis of a thirty-five (35) hour week except as provided below:
   a. Counselors selecting the forty-four (44) week work schedule provided in Article XII.C.2.e. shall be paid in accordance with that Article.
   b. Librarians with eight (8) week riders as provided in Article XII.C.2.c. shall be paid for that time at 90% of their hourly rate. Librarians without such riders will be compensated for their first eight (8) weeks of extra-contractual work at 90% of hourly rate.
   c. Apprentice coordinators shall be paid at 90% of their hourly rate for up to eight (8) weeks of work during the period from the end of the spring semester to the beginning of the winter semester.
   d. For the purposes of sub-section a., b., and c. above, if the teacher's basic annual salary exceeds the regular maximum provided in Appendix A.3., then the hourly rate for that teacher shall be calculated using the regular maximum. That is, longevity increment shall not be used in calculating extra-contractual pay.
3. Each teacher shall have the right to accept or reject at their option any and all extra-contractual assignments. The Board shall not obligate a teacher to assume an extra-contractual assignment without prior written consent of the teacher involved nor shall the Board or any administrator impose a condition on any individual that their employment is contingent upon willingness to accept an extra-contractual assignment.
4. A teacher may select extra-contractual assignments within the limits of availability; but shall be limited to twenty-two (22) equated hours annually, and no more than ten (10) equated hours in any one term.
5. When requested by the instructional supervisor, classroom teachers will select their extra-contractual assignments for the coming winter term by the third (3rd) Monday in September each year and their extra-contractual assignments for the coming spring/summer and fall terms by the third (3rd) Monday in March each year. All extra-contractual assignments must first be offered to full-time teachers before being offered to non-bargaining unit personnel. Each department or area shall develop its own

plan by which priorities in assignments shall be determined.

6. The availability of all extra-contractual assignments shall be made known by posting in the respective divisions as soon as possible. Offerings of the division of continuing education shall be made public by posting in each division one week prior to the start of such assignments.
7. The limitations of A.4 above may be exceeded by the following options:

   a. If an extra-contractual load is below the annual limit or the term limit and the selection of an additional class would cause either of those limits to be exceeded, then that class may be selected. The amount by which this selection exceeds the limits of A.4 above shall be paid at the maximum of the part time rate (referred to as the XXC rate). In addition, a faculty member may select one additional class per semester (unless the class is two equated hours or under and then a teacher may select up to two per semester) until the teacher reaches an additional twelve (12) extra contractual equated hours per academic year. These equated hours will be paid at the XXC rate. In other words, a full-time teacher may select the current annual load of twenty-two (22) extra equated hours per year plus an additional load of twelve (12) equated hours. The twenty two (22) extra equated hours are limited by the load limitations as set forth in A.4 and A.7.a. above. The twelve (12) additional XXC equated hours are limited to <u>one</u> additional class per semester (except those classes that are two equated hours and under as noted above). The first twenty two (22) extra equated hours will be paid at the current 1/51 of a full-time teacher's base pay. The additional twelve (12) extra equated hours will be paid at the maximum adjunct faculty rate. This provision raises the allowable extra equated hours from twenty two (22) to thirty four (34) per academic year (22 at the regular extra equated hour rate and 12 at the XXC rate). Also, if a faculty member does not teach an XXC class in either the fall or winter semester, that faculty member may select summer courses and be paid at the XXC rate as long as the twelve (12) equated hour XXC maximum is not exceeded.

   b. If an extra-contractual load limit is below the term limits and the selection of additional classes would cause the term limits to be exceeded, then those classes may be selected. The amount by which these selections exceed the limits of A.4 above shall be paid at the maximum part-time rate. The equated hours that a class goes over A.4 above will count toward the 12 total XXC equated hours a teacher may select each academic year. A teacher who goes over with a selection may still select one additional XXC class year per semester as long as the annual load limit of 12 XXC is not exceeded.

8. Equated hours for cooperative programs, or portion thereof, taught as an extra-contractual assignment shall be computed at the rate of one-fourth (.25) times the number of students.
9. At the start of each semester and prior to the date for selection of extra-contractual classes, including spring/summer classes, the administration will provide each area's scheduling representative with a list of all extra-contractual hours taught by each area member including extra-contractual work performed outside of the area.
10. Priority in the selection of extra-contractual assignments shall be in the following order:
    a. discipline in which the assignment is offered
    b. discipline at the other campus corresponding to the discipline in which the assignment is offered.
    c. full-time faculty at large.

B. **Spring/Summer Assignments**

1. Classroom teachers employed for all or a portion of the time from the end of the regular winter semester to the beginning of the fall semester shall be paid at the rate of three one-hundredths (3/100) of their basic annual salary per equated hour taught. However,

this amount shall not exceed one-fifty-first (1/51) of the maximum.

2. Those employed for a thirty-five (35) hour week such as counselors, librarians, and teacher coordinators of work programs, shall be employed consistent with the provisions of Article XII.C.2. These teachers shall be compensated as provided in A.2. above.
3. All spring/summer assignments must first be offered to full-time teachers before being offered to non-bargaining unit personnel.
4. All full-time teachers have the right to teach spring/summer session courses consistent with the limitation in A.4. above and within the limits of class availability. Each department or area shall develop its own plan by which priorities in assignments shall be determined.
5. The availability of spring/summer assignments shall be made known by posting in the respective divisions as soon as possible.
6. The equated hours for coordinators of cooperative programs shall be prorated consistent with the length of the assignment and with A.8. above.
7. During the spring/summer session no class shall be scheduled for longer than eight (8) weeks.

C. **Supplemental and Reassigned Time Assignments**

All teachers shall be informed of the availability of reassigned time in excess of that needed for department or area coordination and shall have the right to present proposals requesting reassigned time, consistent with the conditions of Article I.A.5. It shall be the responsibility of the administration to ensure that such reassigned time is distributed equitably.

1. The granting of reassigned time and the issuance of supplemental assignments for the coordination and performance of necessary activities related to the instructional program of a department or area shall be subject to the approval of the instructional supervisor upon the submission of a documented request by a teacher or the teachers of that department or area. Denial of the request on any administrative level shall be accompanied by a written rationale. A method for distribution of reassigned time, or supplemental assignments requested, shall be included in the original proposal.
2. A teacher may not assume supervisory or administrative duties under reassigned time arrangement or supplemental assignments.
3. A teacher shall be informed in writing of the full requirements of any supplemental non-teaching services prior to the signing of a supplemental agreement. The provision outlined in XIV.A.4. shall not apply to supplemental contracts.
4. Teachers employed for supplemental assignments as defined in Appendix C.24. of the agreement shall be paid at a rate mutually agreeable between the employee and the employer and commensurate with rates prevailing in the community for such professional skills.

D. 1. A teacher is qualified to select extra-contractual or spring/summer assignments on an inter-divisional/departmental basis if they meet the standards of Article IV.D. or have accumulated twenty-three (23) semester hours, at least eighteen (18) of which shall be graduate credits, in the discipline to be taught or equivalent experience in occupational areas.

Teachers requesting a determination regarding their qualifications under this provision shall request, in writing, that the human resources office review their credentials not later than August 15, for the fall semester; December 15, for the winter semester; and April 30, for the spring/summer session. All credentials must be on file in the human resources office by the dates listed above.

2. The qualifications for teaching extra-contractual or spring/summer assignments on an intra- divisional/departmental basis shall be as specified in Article XII.B.7.

E. **Special Assignments**

Full time faculty may request and may be placed on special assignment. Teachers on special assignment shall continue to accrue and shall retain the right to exercise all rights and privileges in their area.

ARTICLE XV PROFESSIONAL GROWTH

A. Professional growth and the cost thereof are the responsibility of the individual faculty member. It is expected that each faculty member will continue to participate in activities that will further their or her professional growth.

B. Each teacher shall be entitled to eight (8) days professional absence during a school year, subject to conditions outlined below, to attend local, regional, national or international professional conferences or exhibits without loss of pay when approved in advance by the appropriate administrators. Computation of days to be deducted for professional business shall include the first and last day of professional business and all intervening faculty duty days. Such conferences or exhibits shall be directly related to the work of the teacher.

1. The teacher who anticipates a professional absence must complete an absence request form which will be submitted to their immediate supervisor for processing and recommendation to the appropriate vice president at least five (5) working days before said absence. Professional days shall be calculated to cover days of the conference plus the equivalent of one additional travel day as needed. Failure to obtain authorization for absence may result in loss of pay for the period of absence. Verification of conference or meeting attendance shall be supplied the College by the teacher filing a registration receipt or other proof of attendance within five (5) working days of their return to work.
2. The teacher who is to be absent shall be responsible for making advance arrangements for their classes. Arrangements made, including the possibility of substitute, shall require the approval of the immediate supervisor.

ARTICLE XVI PROFESSIONAL LEAVES OF ABSENCE

A. **General Provisions**

1. Professional Leaves shall be limited to:
   a. compensable
      (1) sabbatical leaves or retraining leaves
      (2) leaves for exchange teaching
   b. non-compensable
      (1) advanced study leaves
      (2) leaves for foreign country or military school teaching
      (3) grants or fellowships
2. Professional leaves of absence, excluding sabbatical leaves, may be granted permanent status teachers. Such leave and extensions thereof shall be subject to the approval of the Board upon recommendation of the president.
3. Upon return from a professional leave, a teacher shall be placed at the same level of the salary schedule which they would have achieved had they not taken a professional leave.
4. Requests for extension of a leave of absence must be made in writing at least sixty (60) days before the termination of leave. Failure to request an extension shall constitute

termination of leave. Failure to return to employment upon termination of leave shall constitute termination of employment.

5. Benefits or rights accumulated by a teacher prior to the effective date of the leave of absence shall be carried forward and credited to the teacher upon their return.
6. Teachers who have been on a professional leave may be considered for another professional leave after they have returned for one (1) year.
7. Application for professional leave other than sabbatical must be filed with the director of personnel services no later than fourteen (14) weeks preceding the semester that the leave shall become effective. Application for sabbatical leave, together with a plan of work, must be filed with the sabbatical leave committee not later than March 15 of the academic year preceding the academic year for which the leave is requested. In computing the times for the application of all professional leaves, the time between the end of the winter term and the beginning of the fall term shall be excluded. Pertinent dates herein shall be published by the director of personnel services during the first month of the fall term.
8. The director of personnel services shall notify the teacher of the expiration of their leave ninety (90) days preceding the expiration date. The teacher shall forward their intent to return sixty (60 days prior to the beginning of the semester in which they intend to resume their teaching duties.

B. **Compensable Leaves**

1. **Sabbatical leaves**

A sabbatical leave, not to exceed one academic year, may be granted to a permanent status teacher consistent with B.1.b. below, for the purpose of improving the quality of that teacher's instructional ability. For purposes of this section, years of active service of employment shall be computed from the date of hire for full-time teaching employment at MCC and include all years of full-time active teaching. Request for sabbatical leave shall be presented to the Board by the president with their recommendation for approval and the recommendation of the sabbatical leave committee which shall follow these guidelines:

a. The purpose shall be for professional study, work on publications, educational travel relevant to the employee's teaching responsibility, travel combined with study, research, or other purposes which will, in the opinion of the committee and the Board, improve the quality of instruction at MCC. The teacher shall identify these purposes in a plan submitted with their application for sabbatical leave and he shall report their accomplishments to the committee upon their return. The sabbatical leave committee shall present these reports to the Board of Trustees along with its own final report within one month of the sabbatical leave recipient's return.

b. Sabbatical leave granted teachers shall be distributed among teachers and compensated in accordance with the following schedule:

Years of Active Service at MCC	Percent of Year's Salary
	50 % -- 2 Semesters
7	100 % -- 1 Semester

c. Subject to all other applicable general provisions relating to leaves contained in this agreement, not inconsistent herewith, the percentage of salary shall be based on the salary that would have been paid the teacher had they continued on a regular teaching assignment. Compensation while on sabbatical leave is limited to the appropriate percentage of contractual salary. Special arrangements for payment of

salary will be considered upon application for sabbatical leave.

d. Any teacher granted a sabbatical leave agrees to return to teaching service with Macomb Community College for at least one (1) academic year following the period of sabbatical, unless this obligation is waived or deferred in whole or in part by the Board. Seniority to qualify for eligibility for further sabbatical leave shall include only the years of active employment worked subsequent to return from sabbatical leave.

e. If a request for sabbatical leave is disapproved or denied by the sabbatical leave committee, the president or the Board, the teacher shall receive reasons for denial in writing by the party taking such action.

f. A teacher who does not return to Macomb Community College for a period of at least one (1) year after completing their sabbatical leave shall reimburse the Board for all monies received from it during such leave. A teacher granted sabbatical leave shall not accept employment while on leave without the approval of the President. Scholarships and fellowships in approved colleges and universities or grants which do not interfere with the program of professional improvements are excepted.

g. The total number of teachers approved for sabbatical leave annually shall be at least six (6) teachers if the number of applications recommended by the sabbatical leave committee is sufficient. However, the number of available sabbatical leaves shall be reduced by the number of retraining leaves awarded according to Article XXVIII. B. on a ratio of two (2) sabbatical leaves to one retraining leave. Upon exhaustion of sabbatical leaves for retraining, the College shall provide one retraining leave at full pay for one year. Retraining shall have priority over sabbatical leave. Recommendations of the sabbatical leave committee shall be ranked in priority order and should include alternates who may be granted such leave if a higher ranked applicant does not accept, providing that the number of approved applicants is sufficient.

h. The sabbatical leave committee shall consist of five (5) teachers appointed by MCCFO.

i. The Board shall notify the sabbatical leave committee and each applicant of the disposition of their request for sabbatical within thirty (30) days of receipt of the application, necessary plan of work, and the written recommendation of the sabbatical leave committee.

2. **Leaves for exchange teaching**

A teacher may be granted a one (1) year leave for exchange teaching.

The plans as formulated by the Office of the United States Commissioner of Education, in which each exchange teacher remains under the control of the home district in matters of pay and other related considerations, shall be in full effect.

C. **Non-Compensable Leaves**

1. **advanced study** -- occupational skill upgrading leave

A teacher may be granted a one (1) year leave for advanced study or occupational skill upgrading.

2. leaves for foreign country or military school teaching

A teacher may be granted leave for foreign country or military school teaching.

3. grants or fellowships

These leaves may be granted for grants and/or fellowships which relate to the teacher's professional competence or to their work. Such leaves may be granted for up to three (3) years and may be renewed annually subject to submission of verification of satisfactory progress.

ARTICLE XVII PERSONAL LEAVES

A. **General Provisions**

1. Requests for personal leaves and extensions shall be submitted to the Vice President for Human Resources and are subject to the approval of the Board upon recommendation of the president. The teacher shall be notified in writing of the Board's decision within ten (10) working days.
2. Personal Leaves shall include the following leaves:
   a. health leaves due to physical or mental causes.
   b. leaves to care for ill members of immediate family
   c. childbirth, childcare, adoption, and foster care leaves
   d. military leaves
   e. leaves of public service
   f. mutual consent leaves
3. A teacher returning from personal leave shall have the right to return at the beginning of a term provided that a teacher shall give notice of their intention to return at least one hundred twenty (120) days before the start of that term. A teacher returning from personal leave of one semester or less shall have the right to return to the department/area from which they left. The director of personnel services shall notify the teacher of pertinent dates.
4. Upon return, a teacher on personal leave shall receive any negotiated general salary increase granted, excluding increments (except as provided in paragraph E. for which service increments shall be awarded). Such salary shall be in effect one (1) year from date of return, subject to change due to earned increments occurring during the one year period following return and any further negotiated general increase.
5. Benefits or rights accumulated by a teacher prior to the effective date of the leave of absence shall be carried forward and credited to the teacher upon their return, consistent with the terms of this Agreement.
6. Benefits to teachers on personal leave are limited to those stipulated in this agreement.

B. **Health Leaves**

1. For the term of this contract 2018-21, Health leave not falling within sick leave policy shall be granted. Such request shall be in writing and shall be accompanied by a written diagnosis and prognosis by the attending physician. Each person on a health leave shall be provided health and dental benefits that are provided full time employees who are members of the bargaining unit. Benefits shall be provided for an initial term of twelve months commencing the first day of leave.
2. If a person is unable to work at the end of the initial twelve month leave, the person shall remain on leave and shall continue to be granted employer paid health and dental benefits provided full time employees who are members of the bargaining unit for an additional period of twelve months provided that the person provides a written diagnosis and prognosis by an attending physician stating the teachers inability to work.
3. If a person is unable to work at the end of the 2nd twelve month leave, the person shall remain on leave and shall continue to be granted employer paid health and dental benefits provided full time employees who are members of the bargaining unit for an additional period of twelve months provided that the person provides a written ndiagnosis and prognosis by an attending physicaian stating the teachers inability to work.
4. Notice of intention to return must be made at least sixty (60) days prior to the termination date of the leave, provided that the applicant's statement of medical probability that they will be fit to return satisfies the requirement of notice. Failure to

return after termination date of the leave will constitute termination of employment. Notice of intention to return must be accompanied by a doctor's statement attesting to the teacher's fitness.

5. The Employer reserves the right to request and receive verification of the disability at the time of the health leave. In the event the member is not being approved for and or choosing not to receive long-term disability benefits the College may request and receive verification of the disability as needed to verify the disability.
6. If the person is unable to work at the end of thirty-six months commencing the first day of the leave, the employer may replace the position permanently.

C. **Leave for Care of Ill Members of the Immediate Family**

1. Leave may be granted to care for ill members of the immediate family upon request by the teacher. Sufficient proof must be submitted to the president that such a leave, or extension of such a leave, is necessary before the request will be granted.
2. A teacher may use sick leave days to care for ill members of the immediate family when an extended leave for such a purpose is unnecessary.

D. **Childbirth and Childcare Leave**

1. Upon written request, a leave of absence may be granted for birth of a teacher's child, care of a teacher's newly born child, assumption of the legal responsibility of a family, acquisition of a family by marriage, or placement of a child with a teacher for adoption or foster care.
2. A teacher granted childbirth or childcare Leave must return to work not later than one (1) year from the end of the semester in which leave was taken. Failure to return at this time will constitute termination of employment; however, two extensions of one year each childbirth/childcare leave may be granted upon application by the teacher on leave.
3. Request for childbirth or childcare leave shall be submitted no later than thirty (30) days prior to the beginning of the semester during which the childbirth or childcare leave is expected. However, an expectant mother may request her leave at the beginning of her pregnancy if such request is accompanied by a doctor's statement attesting to the need for leave. There should be no limitation on the length of time the expectant mother may continue to teach, except that after the fifth month of pregnancy, the expectant mother shall submit a statement from a licensed medical or osteopathic physician each month attesting to her physical fitness to teach that month.

E. **Military Leaves**

1. A teacher who is conscripted, or who enlists while eligible for conscription, or joins the Peace Corps in lieu of conscription, shall be reinstated as a regular teacher with full credit including annual increments under the salary schedule.
2. Increment credit for military leave shall not extend beyond the time of original enlistment or beyond the time necessary to discharge the teacher's military obligation.
3. When a teacher must take temporary military leave (not to exceed fourteen [14] school days) during the school year, the Board shall compensate the teacher involved for the difference between the teaching pay and the military pay and shall provide a substitute for their position, if necessary, without loss of pay; however, all reasonable efforts by the teacher must be pursued to arrange leave during the spring/summer.

F. **Leaves for Public Service**

A teacher may be granted leave for public service on an annual basis if they are elected or appointed to public office, subject to sufficient notice to make adequate provision for replacement. Such leave shall not be extended beyond a second year and the request for extension must be made in writing at least sixty (60) days before the expiration date of the original leave.

G. **Mutual Consent Leave**

A personal leave may be granted to a teacher upon their request when it is mutually agreeable to the teacher and the Board.

ARTICLE XVIII PERSONAL BUSINESS LEAVE

A. Each teacher will be allowed up to five (5) days (non-cumulative) per year for personal business. Personal business may not be taken immediately preceding or immediately following holidays or recess periods for the purpose of extending such periods. A Report of Absence form must be submitted per present operating procedures, except at no time shall a teacher be required to reveal the nature of such personal business. Computation of days to be deducted for personal business shall include the first and last day of personal business and all intervening faculty duty days.

B. A teacher will be allowed up to five (5) days funeral leave for each bereavement in their immediate family. (See Appendix C) A Report of Absence form must be submitted per present operating procedures.

C. Upon timely request of the teacher, and with the approval of the immediate instructional supervisor, temporary substitutes shall be provided for teaching duties ordinarily assumed by the absent teacher during a personal business leave day.

A teacher employed at any time other than the beginning of the fall semester shall have their personal business leave days prorated for the period of employment of the academic year.

ARTICLE XIX JURY DUTY

A leave of absence shall be granted to a teacher called for jury service. In such cases, the teacher shall notify the director of personnel services at the time of the call, and the Board shall pay to the teacher an amount equal to the difference between the teacher's salary as computed on a daily basis and the daily jury duty fee paid.

All rights and benefits provided by this agreement shall be continued uninterrupted for a teacher on this leave.

ARTICLE XX SICK DAYS

A. Each teacher shall be credited with one day of Sick Leave for each month of employment for personal illness or injury. There shall be a maximum of twenty (20) accumulated sick days, except that a teacher may use sick days accumulated prior to September 1, 1968, to maintain their allowance of twenty (20) accumulated sick days. Sick days may be used for child delivery. This provision shall not apply when an employee is on an approved leave.

B. The Board shall notify each teacher at the end of each academic year of the number of their earned Sick Leave Days.

C. The teacher shall provide a statement from a physician substantiating an absence due to illness of five (5) consecutive working days in order to be consistent with requirements of the insurance carrier.

D. Computation of days to be deducted from a faculty member's sick leave bank shall include the first and last day of illness and all intervening faculty duty days.

ARTICLE XXI METHODS OF COMPENSATION

A. The salaries of teachers covered by this agreement are set forth in Appendix A of this Agreement.

B. Salary payments shall be computed and paid in one of the following methods at the option of the teacher.

1. The annual salary shall be paid in twenty-six (26) equal bi-weekly payments (see Appendix B). This option shall remain in effect each year unless the payroll office is notified in writing prior to August 1. Effective in the calendar year 2020, the annual salary shall be paid in semi-monthly payments.

2. The annual salary shall be paid in twenty (20) equal bi-weekly payments, beginning with the first faculty pay date (see Appendix B). This option shall remain in effect each year unless the payroll office is notified in writing prior to August 1. Effective in the calendar year 2020, the annual salary shall be paid in semi-monthly payments.

3. A teacher electing option 1. above, may, upon written request prior to May 1 of each year, receive the unpaid portion of their salary at the final pay date in May.

4. Extra-contractual pay for semester classes shall commence on the fourth pay date of the semester and shall be paid over seven (7) or ten (10) consecutive pays, at the teacher's option. The current option shall remain in effect unless the payroll office is notified by the first day of classes for that semester. However, payments for extra-contractual selections made after the first faculty pay date shall be paid beginning no later than the second faculty pay date from the start of the assignment and shall be prorated over the pay dates remaining in the teacher's seven or ten-pay option for that semester.

5. Pay for spring/summer semester classes shall commence no later than the second pay date after the start of the teacher's classes and shall be paid over the number of pay dates in the classes' duration or over the remaining number of pay dates in the academic year, at the teacher's option. The current option shall remain in effect unless the payroll office is notified by the first day of the class. Variations in these options shall be available to teachers who have filed a letter of retirement.

6. Semester productivity pay shall be paid on the fifth (5th) pay of the semester.

C. Teacher's pay will be made by direct electronic deposit to either the teacher's checking or savings account or the teacher's debit card, at the teacher's option.

D. The Board shall authorize items eligible for payroll deductions. These items shall include all those required by law, all tax sheltered annuity (TSA) plans, which comply with IRS Code 403B, and others as may be mutually agreeable to MCCFO and the Board. Any individual payroll deductions shall require proper authorization by the teacher. Upon receipt of a signed authorization for deduction of membership dues and assessments of MCCFO from any teacher, the sum of said dues and assessments as established by MCCFO will be deducted from the regular salaries of such teachers and remitted to the treasurer of MCCFO. The number of deductions will be agreed upon with the business office.

E. Salary errors will be adjusted upon detection and corrections made retroactive within legal limits.

F. If it becomes necessary to contract professional service from any teacher, the rate of reimbursement shall be at the rate prevailing in the community for the type of professional skill sought by the employer. This service shall not affect the limits of extra-contractual assignments stated in Article XIV.A.4. Acceptance or rejection of such an assignment will not be considered as merit on the teacher's record nor shall it be considered a condition of employment.

G. The hourly rate for thirty-five (35) hours per week faculty shall be computed based on 169 days.

H. No unilateral withholding of a paycheck or any portion thereof shall be permitted except for unauthorized or unreported absences, disciplinary suspension or resignation without notice.

I. Payment for supplemental services will be made as specified in the supplemental contract detailing such services.

J. Teachers will receive payments for extra-contractual and spring/summer school teaching on a bi-weekly basis at the salary rates set forth in Article XIV.A. of this agreement. Payment shall be made according to dates set forth in Appendix B of this agreement.

K. When transportation is required and not provided by the College, travel between campuses or on any College business after a teacher has reported to their first daily assignment shall be reimbursed at the established College rate. Travel reimbursements forms shall be submitted monthly.

L. Compensation for temporary substitute teaching shall be paid at the rate of twenty-five dollars ($25.00) per contact hour when requested by the supervisor and accepted by the teacher. Pay for substitute teaching will be granted only for absences which have been charged to the absent teacher's leave account.

M. No compensation shall be paid to any faculty member except in accordance with the terms of this Agreement.

ARTICLE XXII CREDIT FOR PREVIOUS EXPERIENCE

A. Newly hired teachers may be given credit for up to and including eleven (11) years of experience, provided that credit may not exceed the actual experience and there is no retroactive effect of this provision. The newly employed teacher shall be placed on the salary schedule at a step commensurate with their acceptable experience according to the table below. Acceptable experience shall consist of teaching and work experience applicable to their assignment.

0 – 6 years experience	Step 1
7 years	Step 2
8 years	Step 3
9 years	Step 4
10 years	Step 5
11 years	Step 6

B. The experience to be credited shall be at the discretion of the Board but shall not exceed the provisions of A. above.

C. Former bargaining unit members who passed their probationary period will continue to accumulate salary benefits while employed by the College in an administrative position as though they had remained in the bargaining unit, and will be paid accordingly if they are reverted to faculty status. Such reverted administrators shall not have accumulated faculty seniority while serving as administrators. A transfer under Article IV.F. shall take precedence over the transfer of an administrator to a faculty position under this provision.

D. The College may credit acceptable institutional service of other administrators who are successful applicants for a faculty vacancy at a ratio of two (2) years of credit for three years of non-teaching service, up to step 14. This provision is limited to administrators or bargaining unit members employed at MCC prior to April, I977.

ARTICLE XXIII INSURANCE

The Board shall provide, at no cost to the teacher, except as specifically noted below, a program of insurance protection which shall remain in effect for the duration of this agreement.

A. **Life**

The Board shall continue to provide life insurance protection in the amount of twice* the teacher's annual base contract salary. Additional life insurance protection under existing policies may be purchased at the teacher's expense and paid for through payroll deduction subject to the limitations of the terms of the insurance contract.

(* As authorized by the Older Workers Benefit Protection Act, this amount will be reduced by 33% at age 65 and by 33% of the original amount every 5 years thereafter.)

B. **Short-Term Sickness and Accident Insurance**

The Board shall continue to provide short-term sickness and accident insurance in the amount of 70% of the teacher's base contract and extra-contractual earnings of the preceding academic year or the teacher's current base salary, whichever is greater. Disability benefits shall commence upon the exhaustion of sick leave days up to twenty (20) days or accumulated sick leave days, whichever occurs first, but no sooner than the sixth (6th) day of absence. This insurance shall apply to absence from work because of illness, accident or hospitalization. Benefits continue through the thirteenth week or end of disability, whichever occurs first.

C. The Board shall continue to provide long-term disability insurance in the amount of 70% of the teacher's base contract and extra-contractual earnings of the preceding academic year or the teacher's current base salary, whichever is greater. Disability benefits shall commence the fourteenth week of total disability and continue for the period of total disability.

In accordance with the 1978 Age Discrimination in Employment Act Amendments and Final Interpretive Bulletin by the Department of Labor, the following shall apply: If disability occurs at age 60 or before, benefits will cease at 65. If disability occurs after age 60, benefits will cease five (5) years after disablement or at age 70, whichever occurs first. If long-term disability benefits commence at age 69 or older, benefits will be paid for twelve months.

During the time of total disability, there shall be excluded from the non-duplication offset any social security benefits in excess of those in effect at the time of disability.

D. **Accidental Death and Dismemberment**

The Board shall continue to provide accidental death and dismemberment insurance in the amount of $5,000.

E. **Medical Care Plan**

1. Effective January 1, 2014, the Board shall provide each teacher with the following options in selecting health care coverage or a cash benefit in lieu of such coverage:
   a. A PPO option such as Michigan Blue Cross/Blue Shield of Michigan (BCBSM) Community Blue PPO with a prescription drug rider. The plan design will be developed by the Health Care Coalition and the College;
   b. An HMO option such as Health Alliance Plan (HAP) with plan option design as developed by the Health Care Coalition and the College;
   c. Other options may be offered if the Health Care Coalition and the College agree.

   The contribution paid by faculty members following the effective date of this agreement will be subject to the requirements of Public Act 152. The references in the Article to the proprietary names and plans provided by BCBSM and HAP are intended to serve as benchmarks. Notwithstanding these references, the Board and MCCFO, by mutual agreement, may substitute a different plan(s) and a different provider(s) for 2014 or for succeeding years based on the recommendations of the Health Care Coalition and the College.
2. The coverage for which the Board will contribute under the foregoing may be, at the teacher's option, protection for (1) self alone, or (2) self and family, including only spouse and eligible children twenty-six (26) years of age and under.
3. The Board's annual contribution toward the premium for the coverage selected under the health care coverage options shall be subject to the requirements of Public Act 152. Each year Human Resources will make the faculty aware of the Board's decision during open enrollment. The teacher shall pay the balance of the premium through payroll deduction.

F. **Dental Insurance**

The Board shall provide dental insurance for all teachers and their eligible dependents with plan option design as developed by the Health Care Coalition.

G. **Vision Insurance**

The Board shall provide vision insurance for all teachers and their eligible dependents with plan option design as developed by the Health Care Coalition.

H. **Workers' Compensation**

Each employee shall be covered by the applicable Workers' Compensation Laws. In the event an employee is entitled to benefits under the Workers' Compensation Act, the difference between the workers' compensation benefit and 65% of the teacher's basic contract salary will be paid them from their accumulated sick leave allowance which shall be pro-rata reduced.

The use of accumulated sick leave shall not exceed twenty (20) work days missed by the employee on workers' compensation during the employee's base contract year. Supplemental, extra-contractual and special services payments shall not be made part of the salary off-set.

I. **Professional Liability**

The Board shall provide professional public liability insurance in the amount of two hundred thousand ($200,000) per teacher covering services rendered during the course of employment.

J. The Board shall provide to teachers while on leave as specified below the following insurance coverages for the periods indicated:

1. A teacher on sabbatical leave shall be provided with life, long-term disability, dental and health insurance coverages as described above for the period of leave.

2. Each person on a health leave shall be granted the same employer paid health, vision and dental benefits that are provided full time employees who are members of the bargaining unit. Benefits shall be provided for an initial term of twelve months allowing for renewals as stated in Article XVII.B. commencing the first day of the leave provided that the person provides a written diagnosis and prognosis by an attending physician stating the teacher's inability to work.
3. Teachers on childbirth or childcare leave shall be provided with life, long-term disability, dental and health insurance coverages as described above for up to six months following the birth of a child.
4. The liability of the Board shall be specifically limited to the provisions of 1., 2., and 3. above. Extensions of leave shall not extend these coverages. Teachers on other forms of personal and professional leaves may elect to continue under the College health insurance, at the teacher's expense, subject to the limitations of the terms of the insurance contract.

ARTICLE XXIV OTHER FRINGE BENEFITS

A. **Cost-of-Living Allowance**
   1. The Board shall make provision for cost-of-living allowance as hereinafter set forth.
   2. The amount of cost-of-living allowance (COLA) shall be determined and re-determined as provided below on the basis of the Consumer's Price Index for All-Urban Consumers, published by the Bureau of Labor Statistics, Department of Labor (1982-84 = 100), and hereinafter referred to as the "Index."
   3. The continuance of COLA shall be contingent upon the availability of the Index in its present form. However, if the Index is discontinued in its present form, the parties to this Agreement agree to reconvene negotiations to determine an equivalent method of computing COLA.
   4. The amount of COLA shall be the dollar equivalent of the percentage increase in the annual average of the Index, rounded to the nearest one-tenth of one percent, multiplied by the teacher's base salary. This percentage shall be determined by the following formula: 100 X (Y1 - Y2)/Y2, where Y1 equals the annual average of the most recent past calendar year and Y2 equals the annual average of the calendar year preceding the most recent past calendar year.
   5. The amount computed in 4. above shall be added to each teacher's base salary for the next year as provided in Appendix A.

B. The Board shall continue to provide teachers and their dependents with a waiver of tuition for all credit classes taken at Macomb Community College, but not registration and course related fees.

C. **Non Contributory Annuity Investment Plan**
   1. The College shall make a contribution on behalf of each employee to a 403(b) tax sheltered annuity, 457 deferred compensation account of mutual fund selected by the employee under this non-elective deferral plan or cash. The contribution is based on full time service beginning with year(s).

Years of Full-Time Service at MCC	Percent of Base Salary
15-19 full time years at MCC	1%
20-24 full time years at MCC	2%
25-29 full time years at MCC	3%
30+ full time years at MCC	4%

ARTICLE XXV CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, MCCFO, and faculty in the bargaining unit; and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

ARTICLE XXVI MATTERS CONTRARY TO AGREEMENT

This Agreement shall supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this agreement. The provisions of this agreement shall be incorporated into and be considered part of the established personnel policies of the Board affecting teachers.

ARTICLE XXVII SELECTION OF PROFESSIONAL STAFF

A. The teachers of a discipline or area shall have the right to initiate a request for hiring full-time teachers. If the faculty of a discipline determine, through a majority vote, that hiring new full-time faculty in the discipline is desirable, then a written request shall be made to the discipline's immediate administrator. The administrator shall forward the request, along with a written recommendation (copies of which shall be supplied to the discipline faculty), to the dean within twenty (20) working days. The dean shall respond to the request within twenty (20) working days and will provide a written rationale for the decision.

B. Whenever a full-time teaching position is posted, an ad hoc committee of no fewer than five (5) teacher members shall review applications, interview candidates, and recommend appointees for each vacancy. This committee shall be established by means to be determined within each discipline or area and the chair of the hiring committee or their designee will attend one Inclusion, Diversity, Equity, Access (IDEA) orientation as provided by the Human Resources Department. When fewer than five (5) members of a discipline or area are available for committee service the necessary additional teachers shall be selected from the parent department, area or like discipline at the other campus.

C. Recommendations for full-time teaching positions shall be submitted within fifteen (15) days after expiration of the posting period, and shall include the names of the specific applicants preferred by the committee with written rationale to support their selections. The committee's recommendations shall be recorded and forwarded to the immediate supervisor. In the event of a disagreement, both the committee's recommendation and the administration's recommendation shall be forwarded concurrently to the President and the Board.

D. HIRING PROFILE

The following statements form a profile for the hiring of new faculty at Macomb Community College:

1. **Academic Credentials:** A contractually appropriate degree or equivalent work experience directly related to the discipline.
2. **Academic Preparedness:** A current and comprehensive knowledge of the discipline providing a foundation for effective teaching and learning.
3. **Licensing or Certification:** Possession of a professionally recognized credential or designation, or the eligibility to obtain that credential or designation, when appropriate.
4. **Experiential Background:** Relevant experience assuring up-to-date skills in the discipline.
5. **Written/Verbal Presentation Skills:** Documented or demonstrated skills or experiences which verify professional teaching and communication ability.
6. **Technological Proficiency:** Knowledge of computer-supported, assisted, or based instruction and the demonstrated ability to integrate into instructional practice.*
7. **Curricular Development:** Knowledge of curriculum development and demonstrated ability to design or revise curricula to maintain relevancy and meet changing needs.*
8. **Assessment:** Knowledge of and demonstrated ability to assess learning outcomes.*
9. **Learning Theory and Practice:** Knowledge of, or commitment to learn and use, concepts and practices promoting effective teaching and learning.*
10. **Pedagogical Flexibility:** Knowledge of, or commitment to learn and use, a variety of pedagogical tools to enhance learning by students with varying backgrounds and learning styles.*
11. **Community College Mission:** Knowledge of, or commitment to learn, the unique mission(s) of the comprehensive community college and its place in higher education.*
12. **Shared Governance:** Knowledge of the concepts and practices of academic governance, including employee involvement and individual accountability.*

    * This standard may be waived at the time of hire, but the newly hired teacher will be required to prepare a plan with the teacher's supervisor designed to achieve the standard by the end of the probationary period.

ARTICLE XXVIII STAFF REDUCTION

A. **Layoff**

Whenever there is insufficient work to provide each faculty member with a full workload, as defined in Article XII.C., then the necessary number of faculty members of the discipline where this lack of work exists may be laid off without pay except as provided in Article XXVIII.B.

1. Layoff shall be implemented by identifying the discipline where over-staffing exists. The least senior employee of the discipline shall be laid off first. The president of MCCFO must be given prior notice of and an opportunity to discuss such lay-offs through the service committee before they are implemented.
2. Bumping shall be permitted if the teacher is assigned to a discipline where layoff must occur and if said teacher is qualified to teach in another discipline or department. A qualified teacher is one as defined in Article IV.D. of this Agreement.
3. When circumstances shall be appropriate, each teacher laid off as aforementioned shall be reinstated in inverse order of their placement on layoff.

4. Such re-employment shall not result in loss of status or credit for previous years of service.
5. No new appointments shall be made while there are available teachers laid off who are adequately qualified to fill the vacancies unless such teachers fail to advise the president of their acceptance of employment within fifteen (15) working days from date of notification by the president of positions available.

B. **Staff Retraining**

When there is neither a general decline in student population nor a substantial decrease in revenue of such magnitude that the end for which retraining is intended no longer exists, but where there is staff reduction because of program modification, course deletion or insufficient enrollment affecting a particular department or area, teachers affected shall have the right to retrain according to the conditions set below. Such retraining would be interpreted as a voluntary transfer for seniority purposes.

1. The administration shall identify, by February 15, each discipline where insufficient work will probably exist during the next academic year and the number of faculty that will probably be unable to obtain a full load. All members of these disciplines will be provided with this information.

   The administration shall also provide, by February 15, a list of all disciplines for which retraining is possible, and the maximum number of retraining leave applications that would be appropriate for those disciplines. The president of MCCFO will also be provided with this information, as well as an opportunity to discuss this at service committee. MCCFO shall have the right to add probable over-staffed disciplines and positions to the list of said disciplines and positions.
2. Teachers in a discipline identified as over staffed shall have until March 15 to apply for a retraining leave. This application shall include: 1) the discipline for which retraining is intended consistent with the list of disciplines established in 1. above, 2) a plan of study that would qualify the applicant for that discipline, 3) the amount of time, not to exceed two years, required to complete the plan of study, and 4) a schedule of periodic progress reports.
3. Application for retraining will be forwarded to the sabbatical leave committee and the appropriate vice president. The sabbatical leave committee will evaluate each retraining leave application to determine if it fulfills the requirements of 2. above. If there are enough approved applicants and enough leaves as provided in Article XVI.B., the number of retraining leaves awarded to members of a discipline shall be the same as the number of over staffed positions in that discipline.
4. Progress reports shall be filed with the appropriate vice president. Lack of satisfactory progress in fulfilling the approved plan will result in immediate layoff without pay.
5. Retraining leaves, excluding extensions, shall be at full pay. Extensions for a second year, without pay, may be granted upon application to the Board.
6. At the start of a retraining leave, the teacher shall be assigned, as a voluntary transfer for purposes of seniority, to the discipline for which they are training. After the first year of retraining and upon acquiring the qualifications specified in Article XII.B.7., the teacher will be allowed to select a workload in the discipline. However, the qualifications of Article IV.D. must be satisfied by the end of the retraining leave. Failure to complete Article IV.D. qualifications will result in layoff.
7. Any faculty member who is without a full load and not on a retraining leave is subject to the provision of Article XXVIII.A.
8. Faculty members on retraining leaves shall suffer no loss of seniority.
9. Faculty members returning from retraining leave shall have their base salary set at the amount it would have been if they had not taken a retraining leave.

10. Retraining leaves shall be limited to permanent status teachers.

    Exhaustion of the benefits provided herein shall satisfy the obligation of the College to provide compensable retraining leaves.

ARTICLE XXIX SENIORITY

A. There shall be recognized the following categories of seniority: Institutional and Division/Department or Area
   1. Institutional seniority shall consist of all years of full- time teaching with the College since September of 1960. Institutional seniority shall prevail in all questions concerning staff reduction.
   2. Division/Department or Area seniority shall consist of all years of full-time teaching within a division/department or area. Such seniority shall prevail in all questions concerning order of selecting teaching assignments, extra-contractual and spring/summer assignments consistent with the provisions of Articles XII and XIV.

B. **Transfers and Seniority**
   1. A teacher who is transferred voluntarily or involuntarily shall suffer no loss of institutional seniority.
   2. A teacher who voluntarily transfers to another division/department or area shall have no accumulated division/department or area seniority in the division/department or area into which they transfer. However, their division/department or area seniority shall be higher than that held by any probationary teacher in the division/department or area.
   3. A teacher who transfers voluntarily to another division/department or area shall not lose the seniority accumulated in that division/department or area from which they transfer. A teacher who voluntarily accepts a special assignment outside of their division/department or area, but remains in the bargaining unit, shall continue to accumulate seniority within their department/division or area.
   4. A teacher who is transferred involuntarily to another division/department or area according to the provisions of Article IV.F. 2. of the agreement, shall carry with them the division/department or area seniority accumulated in the division/department or area from which they transferred.

C. A teacher shall have the right to return from the following leaves and their seniority shall be cumulative excluding extensions. In the event of the elimination of the position during the interim, institutional seniority at Macomb Community College shall be the determining factor in filling staff assignments for which the teacher is qualified. In addition, the teacher shall have the right to return to their division/department/area provided the leave does not exceed one (1) semester and excluding retraining leaves.
   1. professional leaves of absences as described in Article XVI.A.1.
   2. military duty
   3. maternity/child care
   4. long-term and short-term disability
   5. retraining
   6. involuntary leaves of absence (excluding disciplinary suspension)
   7. public service
   8. mutual consent leaves (taken after January, 1982)

D. An employee shall lose their seniority through voluntary resignation and through discharge for cause.

E. There shall be provided annually a seniority list of all full-time teachers which indicates date of hire as a full-time teacher, amount of institutional seniority and current department/division or area seniority. Disputes concerning the accuracy of the list shall be filed with the director of personnel services within twenty (20) days of publication of the seniority list. Should there be no satisfactory resolution within twenty (20) days of the alleged inaccuracy, the teacher shall have the right to grieve the alleged inaccuracy of the said seniority list. If no grievance is filed within the twenty (20) days, the seniority list shall be conclusive on seniority rights.

ARTICLE XXX ABSENCE POLICY

An absence shall be construed to mean the failure of a teacher to meet their scheduled assignments including extra-contractual assignments and posted office hours.

A. **In General**

1. It shall be the obligation of the teacher to report any absence to their immediate supervisor(s) as soon as possible. It shall be incumbent upon the teacher to insure that appropriate forms and notification are completed and the bank charged identified in the reporting of the absence.
2. There shall be no charge to leave banks for days in which school is canceled by the College because of inclement weather, acts of God, or civil disaster.
3. In case of approved professional leave, absences shall not be charged when a teacher's obligations are fulfilled under an arrangement of voluntary service by their fellow teachers.

B. **Classroom Teachers**

1. A full-day's absence shall be charged to the appropriate bank if the teacher is absent for more than one-half of a day's regularly scheduled assignments. A half-day's absence shall be charged to the appropriate bank if the teacher is absent for one-half or fewer of a day's regularly scheduled assignments.
2. Spring/Summer Absences - Teachers shall be allowed absences for illness, personal business or emergencies in accordance with the following table based upon the length of spring/summer assignments:

1-2 weeks = 1 day	5 weeks = 2.5 days	8 weeks = 4 days
3 weeks = 1.5 days	6 weeks = 3 days	
4 weeks = 2 days	7 weeks = 3.5 days	

C. **Counselors, Academic Advisors, Librarians, Apprentice Coordinators, and Research Assistants**

1. Sick, personal business, and professional growth leave banks will be charged one hour for each hour of absence from scheduled work.
2. Each sick, personal business, and professional growth leave day equals seven hours.
3. If the absence includes absence from an extra-contractual classroom assignment, the appropriate bank will be charged as follows:
   a. 3.5 or fewer service and/or classroom hours of absence = one half day.
   b. More than 3.5 up to and including 7 service and/or classroom hours of absence = full day.
   c. Over 7 service and/or classroom hours of absence = actual hours of absence.

ARTICLE XXXI EVALUATION OF PROFESSIONAL STAFF

A. **Evaluation of permanent contract teachers**

1. The purpose of evaluations for permanent contract teachers is to ascertain the teacher's effectiveness in the performance of their profession as well as to provide a basis for continuous professional improvement.

   Four evaluation instruments shall be established. The instruments shall be self, peer, student and administrative and shall be district-wide. Each teacher must select the student evaluation and one of the other three.

   The results shall be kept in the teacher's personnel file for no longer than five (5) years. Data confidentiality will be guaranteed by limiting the access to the information in the file specifically to the appropriate administrators. No transfer, transport, or access of individual identifiable personal data shall be undertaken without every reasonable precaution having been taken to protect the security of the data from unauthorized sources.

2. **Procedure**

   a. **Peer, self and administrative evaluations**

      1. The peer, self or administrative evaluation process shall be completed once a year. Full time teachers will conduct the evaluation during the fall term.
      2. The results of such evaluations will be recorded on and consistent with the current applicable form. The parties may agree to change these forms by mutual agreement.

   b. **Student evaluation of teachers**

      1. All teachers shall use student evaluations in every section taught throughout the calendar year.
      2. The results of such evaluations will be recorded on and consistent with the current applicable form. The parties may agree to change these forms by mutual agreement.
      3. The student evaluation forms will be distributed and completed during class time. Students will be allowed to complete and submit the forms anonymously. The completed student evaluations will be returned in a sealed envelope to the appropriate administrative office.
      4. The College will attempt to insure that the results are returned in a timely fashion.

   c. **Student evaluation of counseling services**

      1. Student evaluation of counselors and academic advisors will be conducted after every scheduled appointment or walk-in consultation.
      2. The results of such evaluations will be recorded on and consistent with forms developed by the parties. The form shall also provide the student with information regarding realistic expectations of the services sought. The parties may agree to change these forms by mutual agreement.
      3. Students will be encouraged to complete and submit the form before leaving. If the student is unable to do so, he or she will be given directions for submitting the form by mail or electronically.
      4. The College will attempt to insure that the results are returned in a regular and timely fashion.

   d. **Student evaluation of library services**

1. Student evaluation of librarians will be conducted after every professional contact.
2. The results of such evaluations will be recorded on and consistent with forms developed by the parties. The form shall also provide the student with information regarding realistic expectations on the services sought. The parties may agree to change these forms by mutual agreement.
3. Students will be encouraged to complete and submit the form before leaving. If the student is unable to do so, he or she will be given directions for submitting the form by mail or electronically.
4. The College will attempt to insure that the results are returned in a regular and timely fashion.

e. Faculty on probationary status shall be evaluated in accordance with the appropriate contractual provisions.

f. Confidentiality of student responses will be maintained in all cases.

B. **Evaluation of Probationary Contract Teachers**

1. The immediate supervisor will be responsible for convening the evaluation team for each new member of the bargaining unit holding a probationary contract. They will form such a committee on or before October 1.
2. The evaluation team shall consist of three (3) people—two (2) of whom shall be members of the bargaining unit on permanent contract. The third shall be the immediate supervisor. The bargaining unit members of the team will be chosen by the permanent members of the division/department.
3. The immediate supervisor shall call a meeting of the evaluation committee and the member of the bargaining unit being evaluated on or before October 15.
4. At this first meeting the evaluation committee will agree upon the method to be used. Factors which must be considered in the evaluation are peer, self, and administrative evaluations; student evaluations, course syllabi, and first-day handouts from every assignment; and progress reports under hiring profile development plans.
5. The methods and time schedule for carrying out the evaluation will be reduced to writing and shall become an initial record of the work of the team. A record of all subsequent work by the team shall be preserved in writing and shall be included with its final appraisal of the professional effectiveness of the instructor being evaluated.
6. If, at any time during the probationary period, the immediate supervisor and/or the bargaining unit member of the evaluation team decides that the member of the bargaining unit evaluated is inadequate in some area which could lead to a desire on the part of the College not to renew their contract, they must communicate this concern to the member evaluated and to their immediate supervisor in separate written memorandum. On receipt of the memorandum, the immediate supervisor must call a meeting with the bargaining unit members of the evaluation team, and the member evaluated, at which steps will be considered that can be taken by the member evaluated to correct their inadequacies.
7. The first written report in the evaluation procedure must be completed by March 15. It shall be signed by all members of the evaluation team. In addition to all written records of the work of the team, it must include:
   a. a statement of the methods and procedures used in the evaluation
   b. who participated and when
   c. the appraisal of the member's professional effectiveness

The member of the bargaining unit evaluated and their immediate supervisor shall receive a copy of the report. (A copy shall also be placed temporarily in their personnel file.) The member of the bargaining unit being evaluated shall have the right to answer the evaluation report in writing. Their reply shall become a part of all copies of the report.

8. The evaluation team shall undertake a second evaluation which shall be completed by December 15 of the second year of the probationary period and a third evaluation which shall be completed by December 15 of the third year of the probationary period.
9. The third report of the evaluation team shall include a recommendation for the granting of permanent contract, a fourth year probationary contract, or a recommendation for separation from the College at the conclusion of the probationary contract. A copy of the recommendation shall be delivered to the member evaluated, the secretary of MCCFO and the immediate supervisor on or before January 1.
10. If the immediate supervisor and/or the bargaining unit members of the evaluation team recommends separation from the College at the conclusion of a second, third, or fourth year probationary contract, the immediate supervisor, after consultation with their dean, will forward the recommendation, if the dean so desires, to the standards committee as the first step in due process on or before January 15.
11. Dates used above or other such dates used in the Contract shall be appropriately adjusted if a member joins the College in the second semester of any academic year or at any other time not covered in this Agreement.

    Any procedure employed in separation of any member of the bargaining unit from the College will be governed by due process.

ARTICLE XXXII DISTRICT SERVICE COMMITTEE

A. A district service committee consisting of six (6) members shall be established with such functions as are described below reserved solely to it.

1. **Faculty** - faculty membership of the district service committee shall be the president of MCCFO, a representative from the south campus, and a representative of the center campus. One of the campus representatives shall be the chief negotiator for MCCFO.
2. **Administration** - administrative representatives to the district service committee shall be the chief negotiator for the Board team, the academic vice president and provost, and a designee of the president or their respective designees.

B. **Functions**

The district service committee shall provide the context in which the parties may discuss and attempt to cooperatively resolve mutual problems. These problems may include, but shall not be limited to, clarification of the intent of the master agreement and issues arising between MCCFO and the Board which are not covered by the various articles and provisions of the master Agreement. The deliberations and determinations of the district service committee shall not preclude the implementation of the grievance procedure, or the provisions of Article XXXIII, nor limit the proper authority of the Board or MCCFO.

C. **Procedures**

Meetings of the district service committee may be called by either party. Either party may, with the prior consent of the other, invite support or staff personnel to attend meetings.

ARTICLE XXXIII TERMINATION AND MODIFICATION

A. This Agreement shall be effective as of September 11, 2018 and shall continue in full force through August 15, 2021, subject to conditions set forth herein.

B. Either party may give written notice to the other of its desire to negotiate sections no later than March 1, 2021, but not prior to February 1, 2021.

C. Except as specifically noted herein, collective bargaining meetings between the Board and MCCFO may be called during the term of the Agreement only through the request of one party and the consent of the other party for the purpose of negotiating amendments or modifications of the Agreement, but in no case shall these modifications or amendments become final until they have been ratified by the Board and MCCFO.

D. Any amendments that may be agreed upon during the life of this Agreement shall become and be part of this Agreement without modifying or changing any other terms of this Agreement.

IN WITNESS WHEREOF, the said parties have caused this document to be executed by their duly authorized officers.

COMMUNITY COLLEGE DISTRICT
OF THE COUNTY OF MACOMB

By _____
Katherine Lorenzo, Chairperson
Board of Trustees

By _____
James Sawyer
President

By _____
William Tammone
Provost

By _____
Denise Williams
VP for Human Resources

MACOMB COMMUNITY COLLEGE
FACULTY ORGANIZATION

By _____
Carroll Goossen
President MCCFO

By _____
Sara Van Wormer
Chief Negotiator MCCFO

By _____
Elton Weintz
Grievance Coordinator MCCFO

APPENDIX A FACULTY SALARY SCHEDULE

1. One and three-quarter percent (1.75%) plus step for the academic years 2018-2019, 2019-2020, and 2020-2021. The salary schedule during the term of this agreement for all 169-day Teachers, Counselors, Librarians and 225-day Advisors shall be as follows:

STEP	2018-19	2019-20	2020-21
1	56,621	57,612	58,620
2	58,836	59,866	60,913
3	61,050	62,118	63,205
4	63,264	64,371	65,498
5	65,478	66,624	67,790
6	67,691	68,876	70,081
7	69,905	71,129	72,373
8	72,119	73,381	74,666
9	74,333	75,634	76,958
10	76,548	77,887	79,250
11	78,761	80,139	81,541
12	80,976	82,393	83,835
13	83,190	84,646	86,127
14	85,404	86,898	88,419
15	87,618	89,151	90,711
16	89,832	91,404	93,004
17	92,541	94,160	95,808

2. Annually each teacher shall move to the next step on the salary step scale except as provided in 4 below until the maximum is reached.

3. Faculty members hired after the start of the academic year but before the end of the winter term will be paid a pro rata portion of the pay step they are placed on based on the portion of the academic year worked. At the start of the next academic year their salary will be adjusted as if they had been employed for the entire preceding academic year and they will be placed on the appropriate step. Faculty members hired after the end of the winter term but before the start of the fall term will remain on their initial step for the following academic year.

4. Academic advisors shall be paid at 1.0103 over maximum once they have reached the scheduled maximum (Step 17).

APPENDIX B FACULTY PAY DATES

Pay#		2018-19
1		08/24/18
2		09/07/18
3		09/21/18
4	1st EC Pay	10/05/18
5	Productivity Pay	10/19/18
6		11/02/18
7		11/16/18
8		11/30/18
9		12/14/18
10		12/28/18
11		01/11/19
12		01/25/19
13		02/08/19
14	1st EC Pay	02/22/19
15	Productivity Pay	03/08/19
16		03/22/19
17		04/05/19
18		04/19/19
19		05/03/19
20		05/17/19
21	1st EC Pay	05/31/19
22		06/14/19
23		06/28/19
24		07/12/19
25		07/26/19
26		08/09/19

APPENDIX C DEFINITIONS

1. Academic Advisor - A full-time faculty member responsible for providing College information to persons seeking admission to the College, conducting the informational portion of orientations and academic advising of students who have identified a firm educational/career goal and transfer institution when transfer is necessary to reach their educational goal.
2. Administrator/Supervisor - Any individual who has been given authority by the Board to make and implement decisions concerning members of the bargaining unit in such areas as evaluation, hiring, dismissal, scheduling, wages, hours, and working conditions.
3. Agreement - Throughout the document, the term "agreement" is employed in reference to the agreement between the Board of Trustees of the Community College District of the County of Macomb and Macomb Community College Faculty Organization.
4. Area - A sub unit within a division which has been authorized to operate as a unit in selecting faculty, preparing class schedules and related functions as listed in Appendix F. Modifications of the list provided in Appendix F.B. shall require approval of the service committee.
5. Board - Board of Trustees of the Community College District of the County of Macomb (referred to throughout this document as the "Board") wherever used in this agreement shall refer to the "Board" itself, sub-committees of the "Board" and such administrative personnel as designated by the "Board" to act as its agent under those circumstances in which said administrative personnel carry out Board delegated responsibilities.
6. Compensable Leave - A professional leave during which the teacher receives full or partial salary from the College District as described in this agreement. Insurance coverage while on leave, if any, is limited to the express terms of this agreement.
7. Core Committee - A committee consisting of representatives from each staffed discipline of an occupational multi-discipline area with core courses.
8. Department - Administrative grouping of areas.
9. Disciplines - As listed in Appendix F.B.
10. Division - Administrative grouping of departments.
11. Extra-Contractual Employment - Teaching, counseling, library service or service performed by teachers, as defined in Appendix C.25., in addition to their regular assignment for which the teacher is paid a salary beyond their basic contract. The salary for extra-contractual employment shall be computed as described in Article XIV.A. of this agreement.
12. Faculty Duty Day - A faculty duty day is any day on which an individual teacher is scheduled to work or any day, Monday through Friday, not identified in the respective academic calendar as a holiday or recess period.
13. Graduate Major - A graduate major shall normally consist of earned graduate level credits in the subject matter field. Graduate level credits earned in related fields may be appropriate to satisfying the graduate major requirements for teaching in the department or area.
14. Immediate Family - The parents, grandparents, brothers, sisters, children and grandchildren of the teacher and their spouse, or other person who is domiciled with the teacher, shall comprise the teacher's immediate family.
15. Index - The numerical factor which indicates placement within level on the salary schedule for new hires.
16. Level - Full-time teachers shall be classified by level: professor or instructor. Where used in this agreement, level, grade and faculty rank are synonymous terms.
17. MCC - The MCC represents the Macomb Community College and is used inter-changeably with the Community College District of the County of Macomb.

18. MCCFO - Macomb Community College Faculty Organization, shall be referred to throughout this document as MCCFO, the bargaining agent for all full-time teachers.
19. Non-Compensable Leave - All personal leaves and those professional leaves during which the teacher receives no salary from the college district. Insurance coverage while on leave, if any, is limited to the express terms of this agreement.
20. Permanent Contract Teacher - Full-time teacher (as defined below) who has successfully completed probation and has been granted permanent contract status: same as a "permanent status" teacher.
21. Probationary Teacher - A full-time teacher (as defined below) who has not met all the requirements for the issuance of a permanent status contract.
22. Science Wet Lab - Science wet lab sections referred to in Article XII.C.1.g. shall be defined to mean only those science laboratories in the division/department of science and mathematics which were equated at 1.0 during the 1969-70 school year.
23. Spring/summer Session - The time period from the end of the regular winter semester to the first duty day of the fall semester for all the faculty.
24. Supplemental Employment - Special employment (i.e., curriculum development, research, etc.) for which the teacher receives salary in addition to their basic contract. The amount and the manner of compensation for supplemental services is at the discretion of the Board.
25. Teacher - All full-time teachers, counselors, academic advisors, librarians, research assistants, teachers employed in the learning and academic assessment centers, and teacher coordinators in student co-op programs and internship-clinical-service coordinators; but excluding administrators, deans, directors, head librarians, coordinators, department chairmen, assistant department chairmen, college nurses, all supervisors, part-time teachers, national teaching fellows and administrative interns and all other employees.

APPENDIX D GRIEVANCE PROCEDURE

A. **Definition of Grievance**

A grievance shall mean an allegation by MCCFO that there has been a violation, misinterpretation, misapplication, or non-application of any provision of this agreement and will follow the grievance procedure hereinafter provided.

B. **Basic Procedures**

1. As used in this article, the term "teacher" shall also mean a group of teachers or MCCFO having the same grievance.
2. During the academic year, the time limits specified herein-after shall consist of teacher duty days and may be extended by mutual consent of the parties specified in any grievance step. The following conditions shall prevail regarding timelines:
   a. Only regular working days shall be counted: That is, Monday, Tuesday, Wednesday, Thursday, Friday.
   b. No legal holidays or recess periods shall be counted. Days after the last duty day of a semester up to the first duty day of the following semester (the regular start for the majority of classes for the spring/summer semester) shall be considered a recess period for this purpose and shall not be counted.
   c. No days on which the school is officially closed shall be counted.
3. Failure at any step of the grievance procedure by the employer or its agents to give the required notification in each step or to make issue and communicate any decision within the specified time limits of the grievance procedure shall result in the grievance being considered to have been decided in favor of MCCFO based upon the remedy sought in the statement of the grievance.

4. Failure of MCCFO to appeal the decision to the next higher step within the proper time limits shall constitute a withdrawal of the grievance and shall bar further action on the particular grievance.
5. Conferences and hearings held under this procedure shall be conducted at a time and place which will afford a reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such conferences and hearings are during school hours, all persons whose presence is required shall be excused without loss of pay for that purpose.
6. Grievances shall be written, and filed on the official "Grievance Report" form. Administrators shall file their written reply to each grievance on the official "Grievance Disposition" form.
7. A teacher who participates in any way in any grievance procedure shall not be subject to discipline or reprisal because of such participation.
8. All discussions shall be kept confidential during the procedural stages of the resolution of the grievance in the absence of agreement of the parties to the contrary.
9. Exclusions from grievance procedure are as follows:
   a. Alleged grievances which purport to question the application of rights set forth in this agreement over which the employer is given unilateral discretion.
   b. Disputes which arise but which are specifically prohibited from this grievance procedure by the terms of any specific articles herein.
10. Policy grievances shall be filed at Step 2 of the grievance procedure.
11. Step 0 and/or Step 1 can be bypassed if the administrator(s) at these steps do not have jurisdiction over the matter in dispute.

C. **Steps of Grievance Procedure**

Step 0 The aggrieved teacher (or a designated teacher from a group having the same dispute) and/or MCCFO shall verbally present their dispute to their immediate supervisor within ten (10) working days after the cause shall have become known to the teacher.

Step 1 In the event the dispute is not resolved through informal discussion, MCCFO may submit a grievance in writing to the appropriate division dean within twenty (20) working days after the cause of their grievance shall have become known to the teacher. The division dean shall within ten (10) working days give their decision and reasons therefore in writing to MCCFO.

Step 2 In the event the grievance is not resolved at Step 1, MCCFO may submit the grievance in writing to the vice president for human resources within ten (10) working days of delivery of the decision. The vice president for human resources or their designee shall, within ten (10) working days, give their decision and the reasons therefore in writing to MCCFO.

Step 3 If MCCFO is dissatisfied with the decision of the vice president for human resources, they may file a demand for arbitration with the American Arbitration Association within twenty (20) working days of the date the written disposition was given under Step 2.

A copy of this demand for arbitration shall be filed with the vice president for human resources. The selection of the arbitrator shall be in accordance with AAA established rules and procedures.

In the event MCCFO shall fail to serve a written notice, the matter shall be considered as settled on the basis of the written disposition by the vice president for human resources.

The arbitral form here established is intended to resolve disputes between the

parties only over the interpretation or application of the matters which are specifically covered in this agreement and which are not excluded from arbitration.

The arbitrator shall have no power to establish specific salaries or salary schedules except that this paragraph is not intended to exclude from arbitration disputes over salaries and placement on salary schedules.

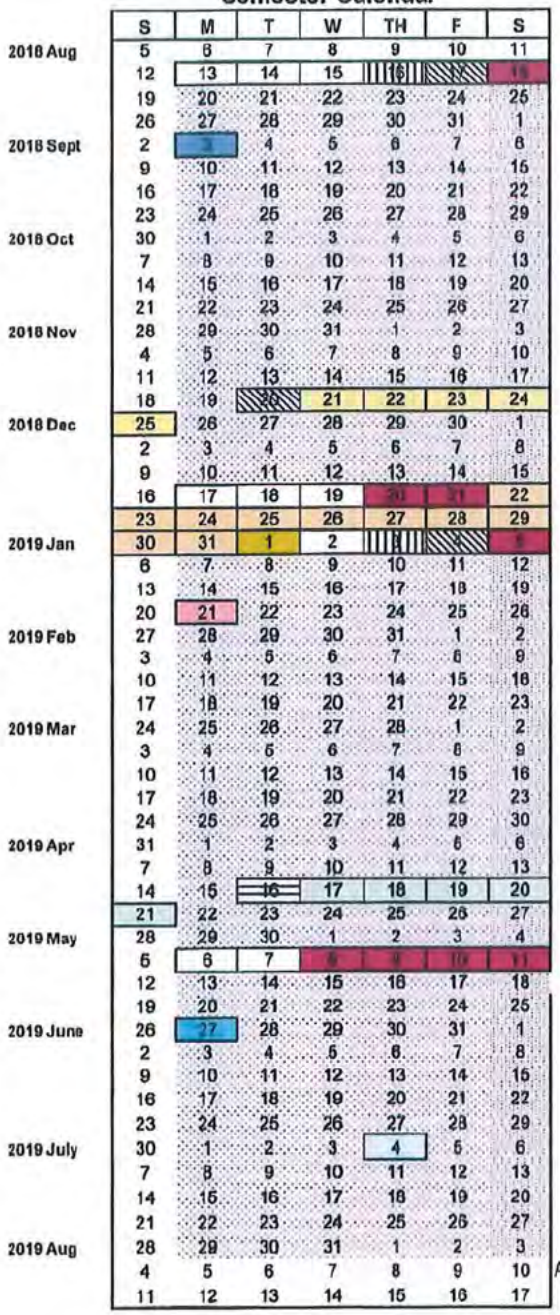
The expenses of such arbitration shall be equally borne by each party and each party shall make arrangements for any pay of the expenses of such consultants and witnesses as may be retained.

It shall be the obligation of the arbitrator to make a reasonable effort to rule on cases within thirty (30) days after final hearing and said decision shall be final and binding upon the teacher, MCCFO, and the Board.

APPENDIX E ACADEMIC CALENDARS

* Each faculty member on the Semester Calendar must select three (3) Flexible Development days annually or make other arrangements in consultation and agreement with their immediate administrator. Such arrangements may include academic advising, registration, high school visitation, educational articulation, developmental activities, articulation with counselors, student organization advising, and approved institutional activities. Such arrangements may also include the use of up to two (2) of these Flexible Development days to be utilized for off campus class preparation and related activities.

2018-2019 Final Semester Calendar



	S	M	T	W	TH	F	S
2018 Aug	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	1
2018 Sept	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
2018 Oct	30	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
2018 Nov	28	29	30	31	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
2018 Dec	25	26	27	28	29	30	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
2019 Jan	30	31	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
2019 Feb	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
2019 Mar	24	25	26	27	28	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
2019 Apr	31	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
2019 May	28	29	30	1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
2019 June	26	27	28	29	30	31	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
2019 July	30	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
2019 Aug	28	29	30	31	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17

Labor Day
Thanksgiving
Christmas/New Years
MLK Day
Easter 4/17-4/21
Memorial Day
4th of July
Open Days

= Flex Days
= Off-Campus Flex Day
= Faculty Development Day

= Organization Day

= Institutional Day

= Class Day

= Saturday Classes
(not counted as duty days)

SUMMARY:

FALL SEMESTER Begins 8/20/18

Org. Days	=	2
Dev. Days	=	1
Class Days	=	80
Duty Days	=	83

Class Day Distribution

M	T	W	TH	F	S
16	16	16	16	16	16

WINTER SEMESTER Begins 1/7/19

Org. Days	=	1
Dev. Days	=	2
Class Days	=	80
Duty Days	=	83

Class Day Distribution

M	T	W	TH	F	S
16	16	16	16	16	16

Annual Flex Days = 3

ANNUAL DUTY DAYS = 169

SPRING/SUMMER SEMESTER-
Begins 5/13/19
Weeks = 12

Approvals		
	MCCFO	6/7/17
	MCC	6/7/17

2019-2020
Semester Calendar

	S	M	T	W	TH	F	S
2019 Aug	11	12	13	14	[FD]	[OD]	[OD]
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
2019 Sept	1	[ID]	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
2019 Oct	29	30	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
2019 Nov	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	[OD]	27	28	29	30
2019 Dec	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
2020 Jan	29	30	31	1	[FD]	[OD]	[OD]
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
2020 Feb	26	27	28	29	30	31	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
2020 Mar	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
2020 Apr	29	30	31	1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
2020 May	26	27	28	29	30	1	2
	3	4	[ID]	6	7	8	[OD]
	10	11	12	13	14	15	[OD]
	17	18	19	20	21	22	23
	24	[ID]	26	27	28	29	30
2020 June	31	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
2020 July	28	29	30	1	2	[ID]	[ID]
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
2020 Aug	26	27	28	29	30	31	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15

[ID] Labor Day (9/2)
[OD] Thanksgiving (11/27-12/1)
[OD] Christmas/New Year (12/21-1/1)
[OD] MLK Day of Service (1/20)
[ID] Spring Break (3/2-3/8)
[OD] Easter Break (4/10-4/12)
[ID] Memorial Day (5/25)
[ID] 4th of July/ July 3rd
[OD] Open Days
= Flex Days
[FD] = Faculty Development Day
[OD] = Organization Day
[ID] = Institutional Day
= Class Day
= Saturday Classes
(not counted as duty days)

SUMMARY:

FALL SEMESTER - Begins 8/19/19

Org. Days	=	2
Dev. Day	=	1
Class Days	=	80
Duty Days	=	83

Class Day Distribution

M	T	W	TH	F	S
16	16	16	16	16	16

WINTER SEMESTER - Begins 1/6/20

Inst. Day	=	1
Dev. Day	=	1
Org. Day	=	1
Class Days	=	79
Duty Days	=	82

Class Day Distribution

M	T	W	TH	F	S
16	16	16	16	15	15

Annual Flex Days	=	3
ANNUAL DUTY DAYS	=	168

SPRING/SUMMER SEMESTER - Begins 5/18/20
SPRING/SUMMER SEMESTER - Ends 8/8/20

Weeks	=	12

Approvals	MCCFO	
	MCC	

2020-2021
Semester Calendar

	S	M	T	W	TH	F	S
2020 Aug		10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
2020 Sept	30	31	1	2	3	4	5
	6		8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
2020 Oct	27	28	29	30	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
2020 Nov	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23		25	26	27	28
2020 Dec	29	30	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
2021 Jan	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
2021 Feb	31	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
2021 Mar	28	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
2021 Apr	28	29	30	31	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
2021 May	25	26	27	28	29	30	1
	2	3	4	5	6	7	8
	9	10		12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
2021 June	30		1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
2021 July	27	28	29	30	1	2	3
			6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
2021 Aug	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21

Labor Day (9/7)
Thanksgiving (11/25-11/29)
Christmas/New Year (12/19-1/3)
MLK Day of Service (1/18)
Spring Break (3/8-3/14)
Easter Break (4/2-4/4)
Memorial Day (5/31)
4th of July/July 5
Open Days

= Flex Days
= Faculty Development Day

= Organization Day

= Institutional Day

= Class Day

= Saturday Classes
(not counted as duty days)

SUMMARY:

FALL SEMESTER - Begins 8/17/20

Org. Days	=	2
Dev. Days	=	1
Class Days	=	80
Duty Days	=	83

Class Day Distribution

M	T	W	TH	F	S
16	16	16	16	16	16

WINTER SEMESTER - Begins 1/11/21

Inst. Day	=	1
Dev. Day	=	1
Org. Day	=	1
Class Days	=	79
Duty Days	=	82

Class Day Distribution

M	T	W	TH	F	S
16	16	16	16	15	15

Annual Flex Days	=	3
ANNUAL DUTY DAYS	=	168

SPRING/SUMMER SEMESTER Begins 5/24/21
SPRING/SUMMER SEMESTER Ends 8/14/21

Weeks = 12

Approvals	
MCCFO	
MCC	

APPENDIX F AREAS

For the purposes of implementing all rights and obligations that devolve to "areas" as a result of this Agreement, the following shall be incorporated in and become part of this Agreement:

A. **Types of Areas**

There shall be five (5) different types of areas. They shall be (1) single discipline area; (2) multi-discipline areas; (3) occupational multi-discipline areas; (4) district multi-discipline areas; and (5) occupational multi-discipline area with core courses.

B. List of Areas

TYPE ONE (single discipline) AREAS				
Discipline Code	**Discipline**	**AREA**	**Department**	**Campus**
ADVI	Academic Advising	Academic Advising	Counseling & Academic Advising Services	C & S
ANTH	Anthropology	Anthropology	Social Science	District
ARTT	Art	Art	Humanities	District
ASTR	Astronomy	Physics	Science	C & S
AUTO	Automotive Technology	Automotive Technology	Automotive Technology	S
BIOL	Biology	Biology	Science	C & S
CHEM	Chemistry	Chemistry	Science	District
CNSL	Counseling	Career & Academic Counseling	Counseling & Academic Advising Services	C & S
CRER	Career Services	Career Services	Career Services	District
CSSK	College Study Skills	College Study Skills	Communications	District
CULH	Culinary Arts/Hospitality	Culinary Arts	Culinary Arts	C
EAPP	English for Academic Purposes	English for Academic Purposes	Communications	District
ECON	Economics	Economics	Social Science	C & S
ENGL	English	English	Communications	S
ESCI	Earth Sciences	Geology and Earth Sciences	Science	District
FINC	Finance	Finance	Business	District
GEOG	Geography	Geography	Social Science	District
GEOL	Geology	Geology and Earth Sciences	Science	District
HIST	History	History	Social Science	C & S
HTMT	Hospitality Management	Hospitality	Business	District
HUMN	Humanities	Humanities	Humanities	S
IDSC	Interdisciplinary Science (includes ENVS course codes)	Geology and Earth Sciences	Science	District
INTL	International Studies	International Studies	Soc Sci or Humn	District
JOUR	Journalism	Journalism	Communications	District
LEGA	Legal Assistant	Legal Assistant	Business	District

LIBR	Library	Library	Learning Resources	C & S
LIFE	Life Career Development	Life Career Development	Social Science	S
LMGT	Labor-Mgmt Relations	Labor-Mgmt Relations	Social Science	S
TYPE ONE (single discipline) AREAS (CONCLUDED)				
MATH	Mathematics	Mathematics	Mathematics	C & S
MUSC	Music	Music	Humanities	District
WHES	Wellness, Health and Exercise Science	Wellness, Health and Exercise Science	Wellness, Health and Exercise Science	District
PHIL	Philosophy	Philosophy	Humanities	S
PHSA	Physical Science	Physics	Science	C & S
PHYS	Physics	Physics	Science	C & S
POLS	Political Science	Political Science	Social Science	S
PSYC	Psychology	Psychology	Social Science	C & S
READ	Reading	Reading	Communications	District
SIGN	Sign Language Studies	Sign Language Studies	Humanities	District
SOCY	Sociology	Sociology	Social Science	S
SOSC	Social Science	Social Science	Social Science	S
SPCH	Speech	Speech	Humanities	S
SPEC	Special Services	Special Services	Special Services	District
THEA	Theater Arts	Theater Arts	Humanities	District

TYPE TWO (multi-discipline) AREAS				
Discipline Code	**Discipline**	**AREA**	**Department**	**Campus**
ENGL	English	Communications	Communications	C
HUMN	Humanities	Humanities	Humanities	C
LIFE	Life Career Development	Social Science	Social Science	C
PHIL	Philosophy	Humanities	Humanities	C
POLS	Political Science	Social Science	Social Science	C
SOCY	Sociology	Social Science	Social Science	C
SOSC	Social Science	Social Science	Social Science	C
SPCH	Speech	Communications	Communications	C

TYPE THREE (occupational multi-discipline) AREAS				
Discipline Code	**Discipline**	**AREA**	**Department**	**Campus**
ACCT	Accounting	Business Administration	Business	Cross Campus
TYPE THREE (occupational multi-discipline) AREAS (CONTINUED)				
ATZZ	Applied Technology	Applied Technology & Apprenticeship	Applied Technology & Apprenticeship	S

BCOM	Business Communications	Business Administration	Business	Cross Campus
BLAW	Business Law	Business Administration	Business	Cross Campus
BUSN	Business Administration	Business Administration	Business	C & S
CLTA	Clinical Laboratory	Health & Human Services	Health & Human Services	C
CNST	Construction	Facilities Design & Construction	Construction	S
CIVL	Civil Technology	Facilities Design & Construction	Construction	S
CLCT	Climate Control	Facilities Design & Construction	Construction	S
DRAD	Architectural Drafting	Facilities Design & Construction	Construction	S
ECHS	Early Childhood	Health & Human Services	Health & Human Services	C
EDUC	Education	Health & Human Services	Health & Human Services	C
EMSA	Emergency Medical Service	Public Service Institute	Public Service Institute	C
ENGR	Engineering	Mechanical Technology	Engineering Tech	S
FIRE	Fire Science	Public Service Institute	Public Service Institute	C
HITT	Health Information Technology	Health & Human Services	Health & Human Services	C
HLND	Homeland Security	Public Service Institute	Public Service Institute	District
ITCS	Computer Information Systems (includes all IT--Information Technology courses)	Business Administration	Information Tech	C & S
LAWE	Law Enforcement /Crime Lab	Public Service Institute	Public Service Institute	C
MACA	Media & Communication Arts	Media & Communication Arts	Engineering Tech	District
MAST	Medical Office Assistant	Health & Human Services	Health & Human Services	C
MGMT	Management	Business Administration	Business	Cross Campus
MKTG	Marketing	Business Administration	Business	Cross Campus
NUMT	Nuclear Medicine Technology	Health & Human Services	Health & Human Services	C
NURS	Nursing	Health & Human Services	Health & Human Services	C
OTAS	Occupational Therapy	Health & Human Services	Health & Human Services	C
PRDE	Product Development	Design Tech	Engineering Tech	S
PTAS	Physical Therapy Assistant	Health & Human Services	Health & Human Services	C
QUAL	Quality Systems Tech	Mechanical Technology	Engineering Tech	S
RNEW	Renewable Energy	Facilities, Design & Construction	Engineering Tech	S
RSPT	Respiratory Therapy	Health & Human Services	Health & Human Services	C
TYPE THREE (occupational multi-discipline) AREAS (CONTINUED)				
SECR	Security/Loss Prevention	Public Service Institute	Public Service Institute	C

SURG	Surgical Technology	Health & Human Services	Health & Human Services	C
SURV	Surveying	Facilities Design & Construction	Construction	S
TMTH	Technical Math	Mechanical Technology	Engineering Tech	S
VETT	Veterinary Technology	Health & Human Services	Health & Human Services	C

TYPE FOUR (district multi-discipline) AREAS				
Discipline Code	**Discipline**	**AREA**	**Department**	**Campus**
ARAB	Arabic	Foreign Languages	Humanities	District
CHIN	Chinese	Foreign Languages	Humanities	District
FREN	French	Foreign Languages	Humanities	District
GRMN	German	Foreign Languages	Humanities	District
ITAL	Italian	Foreign Languages	Humanities	District
SPAN	Spanish	Foreign Languages	Humanities	District

TYPE FIVE (occupational multi-discipline areas with core courses) AREAS				
Discipline Code	**Discipline**	**AREA**	**Department**	**Campus**
ELEC	Electronic Technology (includes EETE courses)	Industrial Systems Technology	Engineering Tech	District
MECT	Automated Systems - Mechatronics	Industrial Systems Technology	Engineering Tech	District
ROBO	Robotics	Industrial Systems Technology	Engineering Tech	District

C. **Implementation of Selection of Assignments**

1. **Single-discipline areas**

   a. A teacher in a single-discipline area may select for regular workload or extra-contractual any class offered within their area. Further, if sufficient classes exist, they must select their regular workload from the classes in their area.

   b. A teacher unable to obtain a full contractual load from a. above shall complete their workload first from the general courses of their department, next from the other disciplines in their department for which they meet the qualifications set forth in Article IV.D. or XII.B.7., then from other disciplines for which they meets the qualifications set forth in Article IV.D. or XII.B.7. However, a master's degree in foreign language shall not automatically qualify one to teach humanities.

   c. The qualifications for selecting spring/summer or extra-contractual classes outside of one's Area shall be specified in Article XIV.D.

2. **Multi-discipline areas**

   a. If sufficient classes exist, a teacher in a multi-discipline area must select their regular workload within contractual limitations from the discipline for which they are qualified according to Article IV.D. However, if insufficient classes exist to provide all teachers so qualified with full contractual loads, such teachers may agree to distribute the classes among themselves.

   b. Teachers unable to obtain full contractual loads according to a. above shall complete their workloads from either the "general courses" of their area or from other disciplines of their area for which they meet the qualifications set forth in Article XII.B.7. and then from other disciplines for which they meet the qualifications set forth in Article IV.D. or XII.B.7.

   c. The qualifications for selecting spring/summer and extra-contractual assignments shall be as provided in XIV.D.

   d. LAAC faculty may select an extra-contractual offering(s) consisting of either one section or up to four (4) equated hours of classroom teaching as part of their base load. Similarly, classroom teachers may select up to four (4) equated hours of extra-contractual offerings from the LAAC as part of their base load.

      The following course selection procedure will be observed:

      1) The administration will determine the hours of coverage needed in each LAAC and share this determination with full- time LAAC faculty.
      2) LAAC faculty will select base and extra-contractual hours from the determined hours of coverage a minimum of two weeks before classroom faculty base load selection occurs as out-lined in the annual class schedule PERT. Intent to select classroom teaching as a part of base load is to be made at this time in writing to the associate dean of learning and educational technology services.
      3) Remaining LAAC hours shall be made known to each academic division.
      4) Faculty in academic disciplines may exercise the option to select up to four equated hours of available LAAC extra-contractual hours as part of their base load.
      5) LAAC faculty who have expressed intent as provided in 2. above may then select from available sections and designate either one section or up to four equated hours as part of base load.
      6) Remaining LAAC hours will be made available for extra-contractual selection in the usual manner of posting.

3. **Occupational multi-discipline areas**

   a. Each teacher in an occupational multi-discipline area shall be identified with the discipline for which they are qualified according to Article IV.D. Additionally, each teacher shall have four lists of classes from which they select their classes. These four lists shall be:

      1) List 1 - the classes within the teacher's discipline that the teacher has previously taught or qualifies to teach according to Article IV.D.
      2) List 2 - the classes outside the teacher's discipline that they have previously taught or is qualified to teach by Article IV.D.
      3) List 3 - the classes within their discipline that they are qualified to teach by Article XII.B.7.
      4) List 4 - the classes outside their discipline that they are qualified to teach by Article XII.B.7.

      Teachers without these lists must initiate them by September 30. These lists may be

updated each semester. Questions of qualifications shall be resolved by consultation and agreement between the teachers of the discipline and/or area to which the class is assigned and the immediate supervisor. All disagreements shall be submitted to the district service committee for final resolution.

b. If sufficient classes exist, a teacher in an occupational multi-discipline area must select their regular workload with-in contractual limitations from their list 1. If sufficient classes exist, they shall then select from list 2, 3, and 4; in that order; until a full contractual load is obtained.

c. Selection of extra-contractual and spring/summer classes shall be in the same order as b. above and shall be in accordance with XIV.D.

4. **District-multi-discipline areas**

   a. Each teacher in a district multi-discipline area shall be identified with the discipline for which they are qualified according to Article IV.D. Additionally, each teacher shall have four lists of classes from which they select their classes. The lists shall be:

      1) List 1 -- The classes within the teacher's discipline.
      2) List 2 -- The classes outside of the teacher's discipline that they are qualified to teach by IV.D.
      3) List 3 -- The classes outside the teacher's discipline but within the teacher's area that they are qualified to teach by Article XII.B.7.
      4) List 4 -- The classes outside the teacher's discipline and area that they are qualified to teach by Article XII.B.7.

         a. Teachers without these lists must initiate them by September 30. These lists may be updated each semester. Questions of qualifications shall be resolved by consultation and agreement between the teachers of the discipline and/or area to which the class is assigned and the immediate supervisor. All disagreements shall be submitted to the district service committee for final resolution.

         b. If sufficient workload exists, a teacher in a district multi-discipline area must select their regular workload within contractual limitations from their List 1. If insufficient workload exists, they shall then select from List 2, 3, and 4, in that order, until a full contractual load is obtained.

         c. Selection of extra-contractual and spring/summer work shall be in the same order as b. above and shall be in accordance with Article XIV.D.

5. **Occupational multi-discipline area with core courses.**

   a. Each teacher in an occupational multi-discipline area with core courses shall be identified with the discipline for which they are qualified according to Article IV.D. and the core courses. Additionally, each teacher shall have four lists of classes from which they select their classes. These four lists shall be:

      1) List 1 - the classes within the teacher's discipline that the teacher has previously taught or qualifies to teach according to Article IV.D. as well as the core courses the teacher qualifies to teach.
      2) List 2 - the classes outside the teacher's discipline that they have previously taught or qualifies to teach by Article IV.D.
      3) List 3 - the classes within their discipline that they are qualified to teach by Article XII.B.7.
      4) List 4 - the classes outside their discipline that they are qualified to teach by Article XII.B.7.

      Teachers without these lists must initiate them by September 30. These lists may

be updated each semester. Questions of qualifications shall be resolved by consultation and agreement between the teachers of the discipline and the immediate supervisor. Questions of qualifications related to courses assigned to the core shall be resolved by consultation and agreement between the teachers on the core committee* and the immediate supervisor. All such agreements shall be submitted to the district service committee for final approval. All disagreements shall also be submitted to the district service committee for final resolution.

b. If sufficient classes exist, a teacher in an occupational multi-discipline area with core courses must select their regular workload within contractual limitations from their list 1. If insufficient classes exist, the teacher shall then select from list 2, 3, and 4: in that order: until a full contractual load is obtained.

c. Selection of extra-contractual and spring/summer classes shall be in the same order as b. above and shall be in accordance with Article XIV.D.

When multiple areas/disciplines are associated with the same core of courses and individuals from different areas/disciplines are qualified to teach the core courses, then the core committee will determine how the courses are to be selected.

APPENDIX G PART-TIME TEACHERS

The following provisions shall identify and regulate the use of personnel who participate in teaching activities but are not members of the bargaining unit:

1. A part-time teacher is defined as any individual involved in activities that can be assumed by a full-time teacher, a counselor, a librarian, a research assistant, a teacher employed in the learning and academic assessment centers, or a teacher-coordinator in student co-op programs but who does not have a probationary or permanent contract as defined in this agreement. Teachers employed to teach courses in continuing education who are not members of the bargaining unit are also considered to be part-time teachers.
2. Since part-time teachers are employed for specific classes or other duties and are not responsible for teaching the diversity of classes expected of a full-time teacher, the qualifications for part-time teachers shall be:
   a. The minimum educational requirement for teachers of general education courses shall be a master's degree in subject matter directly related to the position being filled, or a master's degree in another field and twenty (20) graduate semester hours in the discipline (which may be part of the master's degree course work), or thirty graduate semester hours in the teaching discipline as a part of a program leading to a degree higher than a master's degree.
   b. The minimum requirement for teachers of occupational education courses shall be a master's degree in subject matter directly related to the position being filled, or a combination of formal education, specialized training and recent experience which equates to a master's degree and consistent with the Michigan State Plan for Vocational/Technical Education.
   c. The Board shall, in general, hire for part-time teaching only those individuals who satisfy the requirements established above. However, for certain specialized courses, as identified in the service committee established in Article XXXII, the requirements for part-time teaching may differ as agreed upon in the service committee.
3. The Board shall not seek the employment of part-time teachers for the purpose of reducing the number of the professional staff by replacing full-time teachers, except in cases when a full-time teacher has been granted a leave of absence under the provision of Article XVI or XVII of this agreement. Classes will be assigned consistent with provisions of Article

XIV.A.5. of this agreement. If the full-time teacher elects not to return from leave upon expiration, the position shall be filled by a full-time teacher consistent with the provisions of Article XXVII.

4. To maintain the continuity of the instructional program, the immediate supervisor shall be responsible for informing part-time teachers of, and making them subject to course content, goals, prerequisite skill levels for sequence courses, instructional materials and outlines which are being used by full-time teachers.
5. Salaries for part-time teaching shall be set high enough to constitute employment competition but not so high as to constitute discrimination against teachers in the bargaining unit.
6. **Selection and retention of part-time teachers**
   a. Recommendations for part-time teachers qualified to teach courses available according to Article XIV.A.5. or qualified to perform other duties shall be submitted by the appropriate area part-time teacher coordinator on the form supplied to the appropriate supervisor. The list of approved part-time teachers must be submitted no later than the end of the semester previous to assignment. If the roster does not contain a sufficient number of recommended applicants for the work to be assigned or if there are applicants of higher qualifications than those on the roster, then the immediate supervisor may add these qualified applicants to dovetail the list submitted by the coordinator. Qualified applicants filing during the spring/summer session, too late for consideration and recommendation by the committee, may be selected for assignment by the instructional supervisor. The addition of such applicant's name to the roster of recommended part-time teachers for subsequent semesters shall be contingent upon area review and recommendation. The area part-time teacher coordinator shall be notified of such assignments in writing during the second week of the semester for which the assignment was made.
   b. Performance of assigned duties of part-time teachers shall be evaluated cooperatively by the immediate supervisor and full-time teachers within the department or area. An unsatisfactory rating will be required to remove the part-time teacher from the approved faculty or administrative lists.
      1) The full-time faculty in the department or area have the primary responsibility for observing part-time teachers to determine their effectiveness.
      2) The area plan shall determine the instruments by which a part-time teacher will be evaluated except that each part-time teacher will be evaluated by student evaluation as one of the evaluative methods.
      3) If the full-time faculty evaluating a part-time teacher determine that this teacher should be given an unsatisfactory rating, other full-time faculty in the department or area and the instructional administrator will conduct additional observations and meet with the original evaluating faculty member(s) to discuss the matter and to develop a written rationale before the rating is given.
      4) Complaints regarding part-time teacher performance, conduct, or responsibilities shall be investigated by the instructional supervisor and appropriate action taken. Removal of a part-time teacher from the classroom or approved lists by the instructional supervisor shall be documented by the instructional supervisor with a copy of such documentation submitted to the area.
      5) No part-time teacher may be given assignments that exceed a full-time teacher's extra-contractual limitations as specified in Article XIV.A.4. and 7., except for nursing clinical laboratory sections as noted in Article XIIC.1.n. to expire at the end of this three (3) year contract or by agreement of the service committee.

APPENDIX H AREA PLAN

PREAMBLE

The purpose of the area plan is to inform the administration how the faculty of an area have decided to exercise certain rights or fulfill certain obligations provided by this Agreement. This area plan must be submitted by each Area by October 1 of each year. Failure to submit an area plan shall result in one being provided by the service committee.

Occupational multi-discipline areas with core courses shall have two area plans. One area plan will be submitted for the multi-discipline area covering all courses except the core courses. A second area plan will be developed and submitted by the core committee* for the core courses.

*Core Committee:

Each staffed discipline of an occupational multi-discipline area with core courses shall appoint a representative to the core committee. The core committee shall have the responsibility to carry out the contractual rights and responsibility assigned to it.

All area plans must conform to the following format:

I. **Regular workload (Article XII.B.)**

Description of the method used to determine the order in which full-time faculty members select their regular workload.

II. **Extra-contractuals (Article XIV.A.)**

Description of the method used to determine the order in which full-time faculty members select extra-contractual classes.

III. **Spring/summer assignments (Article XIV.B.)**

Description of the method used to determine the order in which full-time faculty members select spring/summer assignments.

IV. **Evaluation and selection of part-time teachers (Appendix G)**

Description of the method used to formulate the approved part-time teacher list for the area and a description of the method used to evaluate part-time teachers, including the name of the part-time teacher coordinator for that area.

V. **Class schedules or work schedules (Article XII.A.)**

Designation of an area coordinator who will gather, coordinate and submit area recommendations on class schedules or work schedules and will represent the area on questions regarding scheduling of classes or work hours.

VI. **Coverage of instructional programs (Article XII.B.)**

Description of method used to cover classes at times when part-time teachers are not available, including the procedure for re-selection of classes by full-time faculty.

VII. **Evaluation plan for probationary teachers (Article XXXI.B.)**

Description of the plan including instruments to be used and composition of the evaluation committee.

VIII. **Textbook representatives (Article VI.C.)**

Name of area textbook coordinator

IX. **Curriculum (Article VI.B.)**

Designate an area representative to coordinate activities pursuant to Article VI.B.

Area coordinators are expected to consult with faculty in their areas before submitting to supervisors the materials related to their designated responsibility. The administration shall not utilize area coordinators for any purpose other than that for which they have been

designated.

DECLARATIONS

Declaration 1.

It is pledged that as long as serious harm is not threatened to the program, counselors with forty-four (44) week work schedules will be allowed at least two (2) weeks of vacation between the end of spring semester and the start of fall semester. However, registration periods will not be available for vacations.

Declaration 2.

It is the intent of Article XXVIII.B. to provide access to paid retraining leaves for faculty in over staffed disciplines. These leaves are given priority over sabbatical leaves. It is agreed, therefore, that a decision to accept a retraining leave must be made not later than two weeks prior to the May meeting of the Board of Trustees. This decision is irrevocable.

Declaration 3.

In the event that the Medical Care Plan and Dental Plan changes developed by the Health Care Coalition are not approved for implementation by all involved bargaining units, the existing Medical Care and Dental Plan options will continue in effect.

LETTER OF UNDERSTANDING

A. Counselors on a 44 week schedule:

1. Will receive sick leave at the rate of one day per month for 12 months, not to exceed 20 days accumulation.
2. All leave days can be used any time during the 44 weeks.
3. Article XXX.B.2. of the master agreement does not apply to any portion of the 44 week schedule.
4. Cannot take paid leave days during times they are not scheduled.
5. Salary is to be computed as provided in Article XII.C.2.e.
6. During faculty development days the appropriate activity would be the normal counseling activities (according to area plan).
7. Counselor development days - same as past practice.
8. As far as scheduling, each discipline will set up its own level of service and qualifications. Then members of the whole group will select their individual schedules according to area plan.
9. The hourly rate for both 34 and 44 week personnel shall be computed as follows:

   Base salary divided by (169 x 7) = Hourly rate
10. The extra-contractual limitations are as follows:

    10 equated hours = 10/30 x 169 x 7 = 394.3.

    22 equated hours = 22/30 x 169 x 7 = 867.5.

    10 additional weeks = 350 hours, leaving a 517.5 hour limit

    1 equated hour = 1/30 x 169 x 7 = 39.4 service hours
11. Faculty having a regular work assignment extending beyond the 20th pay must be paid on the 26th pay period schedule. If the work assignment is completed prior to the 26th pay, the teacher may upon written request be paid the remainder of their salary at the next pay day.

B. For other 35 hour employees

1. 10 equated hours = 394.3 service hours
2. 22 equated hours = 867.5 service hours
3. 8 week rider or 8 weeks at regular rate = 280 hours, leaving a 587.5 hour limit.

   1 equated hour = 39.4 service hours

LETTERS OF AGREEMENT

Letter of Agreement between Macomb Community College and Macomb Community College Faculty Organization

It is agreed that the faculty in each occupational Area, as well as the administrators in each Area, shall have the opportunity to make recommendations regarding what, if any, technical or professional training, work experience, combination of these two, or combination including these and academic education shall be considered equivalent to a Master's Degree. Such recommendations, one set by each Area, shall be sent through the instructional supervisor to the Human Resources Office and shall be considered upon receipt. Disagreements regarding the above will be reviewed by the Service Committee.

Any law, regulation or executive order passed or issued during the term of this Agreement which mandates or financially encourages an extended or specified period of institutional closing different from present recess periods for the purpose of energy conservation or other such purposes, the parties to this Agreement hereby agree to reconvene negotiations to attempt to negotiate a calendar consistent with that law, regulation or executive order.

Additionally, if any state appropriations legislation would cause substantial loss of revenues based on the length of the semester(s) contained in the MCCFO Agreement, the parties will also reconvene negotiations to attempt to negotiate a calendar that would avoid the loss.

It is understood and agreed that the same pattern of scheduling used in past spring/summer semesters will be continued. Namely, that only specialized classes (early starts, minis, etc.) will start on the shown starting date and the bulk of spring/summer offerings will start three (3) weeks later.

For the purpose of Article XXII.C., it is understood and agreed that a faculty vacancy shall exist in an Area only if sufficient sections to provide a full load existed in the Area beyond those taught, as either regular or extra-contractual assignment, by full-time faculty of that Area (including those that might be taught by any member of the Area on leave) during the previous Spring Semester.

In the event that declining enrollment endangers the continuance of particular programs and/or teacher workloads, Macomb Community College Faculty Organization (MCCFO) and the College agree to consider available alternatives.

Letter of Agreement between Macomb Community College and Macomb Community College Faculty Organization

1. The parties will appoint a joint task force to study and recommend methods of evaluating the teaching effectiveness of full-time teachers for the purpose of improving their teaching effectiveness and student success. The task force will consist of three teachers appointed by MCCFO and three administrators appointed by the provost.
2. The task force will be formed no later than September 30, 2008, and will devote the 2008-2009 academic year to the study of evaluative processes employed at other colleges or described in professional literature. This study may require attendance at workshops and conferences.
3. By May 15, 2009, the task force will determine an overall evaluative method designed to improve teaching effectiveness and student success. By May 15, 2010, the task force will develop the processes required for this evaluative method and institute a pilot program using data and samples from all of the disciplines at the College. By May 15, 2011, the task force will submit its recommendations to MCCFO and the provost.

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