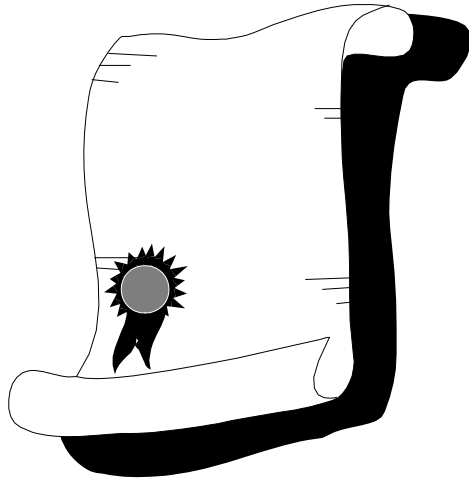


FACULTY MASTER CONTRACT



**AN AGREEMENT BETWEEN
CHARLES STEWART MOTT COMMUNITY COLLEGE
and the
MOTT COMMUNITY COLLEGE EDUCATION ASSOCIATION**

**Effective
June 30, 2011 – August 23, 2014**

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AGREEMENT BETWEEN
THE CHARLES STEWART MOTT COMMUNITY COLLEGE
AND THE
MOTT COMMUNITY COLLEGE EDUCATION ASSOCIATION

THIS AGREEMENT entered into this 30th day of June, 2011 by and between the Charles Stewart Mott Community College, hereinafter sometimes called the “College” and the MOTT COMMUNITY COLLEGE EDUCATION ASSOCIATION, hereinafter sometimes called the “MCCEA,”

WITNESSETH:

WHEREAS, the parties have a mutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, to bargain in good faith with respect to hours, wages, terms, and conditions of employment of College personnel being fully described in Article I hereof,

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize,

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

- A. Bargaining Unit. The College recognizes the Mott Community College Education Association as the exclusive bargaining agent for all full- and part-time professional personnel, now or hereafter employed at the College or on leave, included in the bargaining unit described as: all teaching faculty, counselors, area coordinators, health counselors, academic advisors, and related trade and technical instructors. While coaches are not included in the bargaining unit, nothing will prohibit bargaining unit members from performing coaching duties. Excluded from the bargaining unit are those positions listed in Appendix A.
- B. Definitions
1. The term “faculty” when used hereinafter in this Agreement will refer to all professional employees represented by the MCCEA in the bargaining unit as above defined, unless otherwise indicated.
 2. The term “College” and “MCCEA” will include authorized officers, representatives, and agents. Despite reference herein to College and “MCCEA” as such, each reserves the right to act hereunder by committee or designated representative.
 3. The term “the Board” when used hereinafter in this Agreement will refer to the MCC Board of Trustees.
 4. The academic year is defined as that period of time specified in the College calendar (Appendices D.1 – D.2) running from the beginning of the Fall semester to the end of the Winter semester.
 5. The Administrative/Faculty Committee (2+2 Committee) is comprised of two (2) Vice Presidents or their designees at the Dean level or above and two (2) members of the Association Executive Board. The Committee will be determined at least one (1) week prior to the beginning of the academic year.

ARTICLE II
College Rights

The College hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, except as expressly limited by the terms of this Agreement.

ARTICLE III
Faculty and MCCEA Rights

- A. The MCCEA and its members will have the right to use College building facilities for Union business meetings when such facilities are not otherwise in use. Use for other than business meetings will be in accordance with the College's rental rules applicable to restricted membership organizations.
- B. MCCEA officers or designees will have the right to use College equipment, including computers, typewriters, duplicating equipment, calculating machines and audio-visual equipment (excluding radio and television equipment); provided (a) that no such equipment will be removed from the College, and (b) the equipment is not otherwise in use, and (c) that permission to use such equipment is requested from the person having charge thereof. The MCCEA will provide all materials and supplies and will be responsible for all damages resulting from such use.
- C. The MCCEA will be given access to faculty members' College issued e-mail addresses and mail boxes for the distribution of informational material, and the MCCEA and its members will be permitted to use the bulletin board in each division to post notices of its activities and matters of MCCEA concern, provided that all mailings and postings are identified with the author's or organization's name. No faculty member will be prevented from wearing insignia, pins or other identification of membership in the MCCEA so long as the insignia, pins or identification does not disrupt the educational process.
- D. The College agrees to furnish to the MCCEA, in response to requests from time to time, information concerning the financial resources of the College, adopted budgets, and such other information as it may reasonably require, together with such information as may be necessary for the Union to process any grievance. The College's obligation to provide information is limited to providing the Union with documents and reports the College ordinarily and regularly produces; the College is not required to compile or generate reports for the Union under any of the terms of this Agreement, although the College is obligated to extract fields of data from existing electronic files.
- E. Each faculty member will have the right to review and challenge that part of the contents of his/her personnel file that has been developed concerning his/her employment by the College. (The "personnel file" includes personnel-related documents maintained by the Division and Human Resources.) A representative of the MCCEA may be requested to accompany the faculty member in such review. Confidential credentials (and related personal references) normally obtained at the time of employment are specifically exempted from such review and will be removed prior to the review of the file.
- F. The MCCEA will be granted fifteen (15) release days per academic year for the purpose of attending state and national level meetings of the Michigan Education Association and/or National Education Association. These release days are limited to duly elected or appointed members of the MCCEA Board of Directors and/or the MCCEA Bargaining Team. There will be no deduction from salaries, provided that the MCCEA will pay for the cost of any necessary

substitutes. No release time will be granted unless the MCCEA President notifies the appropriate Vice President in writing at least three (3) working days in advance of the proposed absence. This notification must include (but is not limited to) the names and titles of faculty members attending the training and/or meeting.

- G. One quarter (1/4) load, or one course, whichever is smaller but not less than three (3) contact hours will be granted as reassigned time for the faculty co-chairperson of the CPSC (College Professional Study Committee), provided that the faculty member may elect to serve on an overload basis, if sections are available. During the academic year, the President of the MCCEA will be granted one-half (1/2) of a full contact-hour load as reassigned time, up to a maximum of eight (8) hours, and the MCCEA Grievance Officer will be granted one-quarter (1/4) load, or one course, whichever is smaller, but not less than three (3) contact hours as reassigned time, provided that the MCCEA will reimburse the cost at an overload pay rate. During the Spring/Summer session period, the President of the MCCEA and the Grievance Officer will be paid seven (7) contact hours and three (3) contact hours, respectively, at the appropriate overload rate, provided that the MCCEA will reimburse the College for the actual costs, including fringes.
- H. The College will supply the MCCEA with suitable office space.

ARTICLE IV
Membership, Fees and Payroll Deductions

- A. All faculty members in the bargaining unit, except those employed three-fifths (3/5) time or less as defined in Article X.A.3 will, as a condition of continued employment by the College:
1. Maintain membership in the MCCEA, or
 2. Pay, as a representation fee, an amount equal to the membership dues of the MCCEA (dues will include the dues of the Michigan Education Association and the National Education Association).
- B. Each faculty member employed three-fifths (3/5) time or less will either:
1. Maintain membership in the MCCEA; or
 2. Pay each semester, as a representation fee, an amount equal to the part-time dues assessed by the MEA and the NEA, plus local dues, or
 3. Pay the local MCCEA dues, provided that he/she is already a member of the MEA and NEA.
- The provisions of this section will also apply to a Spring and/or Summer session for employees hired only for a Spring and/or Summer session.
- C. Any faculty member will, within thirty (30) calendar days of employment, apply for membership in MCCEA (which will include membership in the Michigan Education Association and National Education Association) or pay said representation fee if membership is not desired.
- D. Payment of said dues or representation fee will be made by payroll deduction. All such deductions will remain in effect from year to year unless employment by the College is discontinued or until revoked in writing between June 1 and September 1 of any year.
- E. Deductions will be made for dues or representation fees in accordance with the dues structure of the MCCEA except that:
1. Any dues or fees erroneously deducted by the College and transmitted to the MCCEA or the Michigan Education Association will be refunded to the College or the faculty member on demand.
 2. If a faculty member, after all authorized or mandatory deductions or garnishments, does not have sufficient funds due to him/her to provide for payment of said dues or representation fees, no sum will be deducted, and the MCCEA will assume the duty of direct collection from the faculty member. The MCCEA will assume the same

responsibility in all cases where no deductions have been made because a faculty member's earnings are insufficient during any pay period to pay such dues or representation fee.

- F. In the event that a full-time faculty member fails to pay the membership dues or representation fee, the College will, at the request of the MCCEA, terminate the employment of said faculty member as of the end of the academic year in which said failure occurs. The parties expressly recognize that the failure of any faculty member to comply with the provisions of this Article will constitute reasonable and just cause for discharge.
1. The procedure in all cases of discharge for violation of this Article will be as follows:
 - a. The MCCEA will notify the faculty member of non-compliance by certified mail, return receipt requested. Said notice will detail the non-compliance and will provide ten (10) working days for compliance, and will further advise the recipient that a request for discharge will be filed with the College in the event compliance is not effected.
 - b. If the faculty member fails to comply, the MCCEA will file charges in writing with the College and will request termination of the faculty member's employment. A copy of the notice of non-compliance and proof of service thereof will be attached to said charges.
 - c. The College, upon receipt of said charges and request for termination, will conduct a hearing on said charges, and to the extent that said faculty member is protected by the provisions of this Contract, all proceedings will be in accordance with such provisions. In the event of compliance at any time prior to discharge, charges may be withdrawn.
 2. In the event that a Part-time Status faculty member fails to pay the representation fees as required in Section B above, the following procedure will apply:
 - a. The MCCEA will notify the faculty member of non-compliance by certified mail, return receipt requested. Said notice will detail the non-compliance and will provide ten (10) working days for compliance, and will further advise the recipient that he/she will not be rehired by the College after the semester in which timely notice of such failure is given to the College as provided in Subsection b immediately below.
 - b. The MCCEA will notify the College of the names of such Part-time Status employees fifteen (15) working days prior to the end of classes in any given semester or session. In the event of compliance at any time prior to such notice, the faculty member may be rehired at the discretion of the College.
- G. The Office of Human Resources will furnish the MCCEA with the name and address of any newly-hired faculty member whose position is included in the bargaining unit within two (2) weeks after the date of employment. The MCCEA will, from time to time or upon request,

deliver to the Office of Human Resources or College an alphabetical list of all members of the MCCEA in good standing.

- H. The MCCEA will furnish the College a directive as to the proper allocation of the dues and representation fees. With respect to all sums deducted by the College pursuant to authorizations of the faculty members, whether for membership dues or representation fees, the College agrees within fifteen (15) calendar days after the end of the month in which deductions are made to remit to the MCCEA that portion allocated to the MCCEA and to remit the balance to the Michigan Education Association, at Box 2573, East Lansing, Michigan, 48826-2573, accompanied by the alphabetical list of faculty members for whom such deductions have been made.
- I. This Article will not become operative until the MCCEA and the Michigan Education Association execute and deliver to the College an agreement under which the MCCEA and the Michigan Education Association jointly and severally agree to save the College harmless from and indemnify the College against any and all claims, demands, losses, costs, and expenses of whatsoever kind (including reasonable attorney's fees) arising out of or incurred directly or indirectly because of the application, implementation, and enforcement of Sections E and F of this Article, and the defense of actions taken against the College before any court or administrative agency.

ARTICLE V

Academic Freedom

The faculty member is a citizen, a member of a learned profession and a representative of an educational institution. His/her special position in the community imposes special obligations in the judicious use of his/her freedoms. He/she must remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she will at all times try to be accurate, exercise appropriate restraint, and show respect for the opinions of others as he/she exercises the following freedoms:

- A. Each faculty member will have full rights of citizenship to act, speak, or write as a citizen or in his/her professional pursuit of research activities free from institutional approval, censorship, or discipline.
- B. Each faculty member will have full rights of citizenship to participate or not to participate in religious and political activities free from institutional censorship or discipline.
- C. Each faculty member will be entitled to freedom of discussion on all matters which are within his/her area of competence, both within the classroom and in reports of research activities.
- D. Whenever any monitoring or monitoring device is used in the classroom or office, the faculty member will inform the student or students involved. There will be no monitoring or monitoring devices, or any type of communications device (e.g., tape recorder) in presence or use in the classroom or office without prior consent of the faculty member involved, except as specifically provided for elsewhere in this Agreement.
- E. The faculty member will be responsible for the evaluation of all students assigned to his/her classes. The grades given by any member of the faculty may not be changed without his/her consent except that in the event of extended unavailability of a faculty member, or in the event a court orders or recommends a review or change of grade, the following procedure will apply:
 - 1. Within a total time span of ten (10) working days, the immediate supervisor will convene a panel of five (5) faculty members, selected by the division faculty, to review any request for a grade change and collectively issue a grade. The immediate supervisor will serve ex-officio as chairperson of the panel, record the official results of the panel's deliberations, and notify the appropriate parties of the panel's decision.
- F. All examinations, supplementary materials, lecture notes, and other materials composed by the faculty member are his/her property.
- G. When given as a regular part of course requirements, a copy of a final examination and class record books will be kept on file by the faculty member for a period of one (1) year from the end of the semester/session. Such examinations and class record books may be requested to document questioned grades. Such documentation will be made by the faculty member. The instructor will inform his/her immediate supervisor of the existence of an "I" grade and provide

him/her with a detailed explanation of the work required for its removal either prior to (a) leaving the campus for the semester, or (b) terminating his/her employment.

- H. The establishment of grading standards and practices for credit by examination will be the responsibility of the faculty in the appropriate subject area.
- I. Faculty members will follow the approved syllabus on file in the division office.
- J. Except in the event of a program revision, any faculty member, Full- or Part-time, who develops a new course will have the primary right to teach at least one section of the course for three (3) consecutive semesters in which the course is offered.

ARTICLE VI

Human Relations

- A. Whereas, the College and MCCEA are mutually committed to the human rights and dignities of all and to policies and programs of racial integration and desegregation as being necessary to good government, good education, and good management; and

Whereas, the parties to this Agreement are mutually committed to the necessity of equal educational opportunity for all students with no exclusion from any program on the basis of race, sex, religion, creed, or social status:

1. The MCCEA agrees to continue to admit persons to membership without discrimination on the basis of age, sex, race, marital status, height, weight, religion, color, national origin, sexual orientation, or disability unrelated to the person's ability to do his/her job, and to represent fairly all faculty members subject to the terms of this Agreement.
 2. The College agrees to continue its policy of not discriminating against any faculty member on the basis of age, sex, race, marital status, height, weight, religion, color, national origin, sexual orientation, or disability unrelated to the person's ability to do his/her job and assignment of personnel covered under terms of this Agreement.
 3. The College shall make all reasonable efforts to recruit minority group members for employment in the College and to affirmatively act to increase minority employment.
- B. To implement this effort the College will adopt the following procedures:
1. The College will regularly communicate with institutions training substantial numbers of minority group members for the teaching profession.
 2. Campus visits for the purpose of recruiting will be scheduled when it would appear that such visitations will result in successful recruiting. Such visitations may be canceled when there is an insufficient number of teaching candidates who have scheduled interviews.
 3. The parties recognize that faculty members will be an integral part of the recruiting effort. Faculty members will participate in recruiting trips when practical. Faculty members participating in recruiting trips will be selected by the Office of the Vice President of Academic Affairs. The Office of the Vice President of Academic Affairs will give the MCCEA the names of faculty members selected.

ARTICLE VII Negotiation Procedures

- A. No later than February 15 of the calendar year in which this Agreement expires, the College agrees to begin negotiations with the MCCEA concerning a successor Agreement, in accordance with the procedures set forth herein. Any Agreement so negotiated will apply to all faculty members and will be reduced to writing and signed by the College and the MCCEA.
- B. In any negotiations described in this Agreement neither party will have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from inside or outside of the College. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Trustees and by a majority of the membership of the MCCEA.
- C. This Agreement incorporates the entire understanding of the parties on all issues, which were or could have been subject to negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- D. Collaborative Problem Solving: In order to be able to address issues as they arise in a collegial, productive manner, the parties agree to a process for collaborative discussions between representatives of the College and the MCCEA for the duration of this Contract.

When requested by either Management or the Union, a meeting(s) will be held to present problems with Contract language as it now stands. A small group would then be designated to explore possible solutions. The small group would be comprised of representatives chosen by each side. At least one on each side, and possibly all, would be members of the bargaining teams.

1. Within the small group, the first task would be to verify whether a problem exists. If the group agrees there is sufficient evidence of a problem, the next task would be to obtain objective data: who is affected, how many, what is the cost to the College or to individuals, etc.
2. After obtaining and reviewing all relevant data, the small group would brainstorm possible solutions. After evaluating the pros and cons of various solutions, the best one or ones would be presented to the full group. The entire group would discuss the proposed solution(s) and their ramifications until they reached agreement.
3. Proposed changes in contract language would be taken to Faculty and Management for ratification as necessary.

It is expected that the parties will mutually develop further operating guidelines for this process as situations warrant.

- E. When it is mutually agreed that negotiations between the MCCEA and the College will take place during the school day, any faculty member so engaged will be released from regular duties without loss of salary.

ARTICLE VIII
Compensation and Expenses

- A. The salaries of faculty members employed to teach in the College are set forth in Appendices B and C. The salary schedule for Academic Year 2011-12 is 1.3% greater than the schedule for Academic Year 2010-11. The salary schedule for Academic Year 2011-12 will remain in effect for the balance of the duration of this Agreement unless the Exempt pay scale is adjusted, in which case Appendices B and C will be adjusted upward or downward by the same percent as the Exempt pay scale is adjusted. In the event Exempt employees receive an across the board bonus or lump sum payment, unit members will receive the same bonus or lump sum prorated for part-time status faculty (pro-ration for part-time status employees to be determined by the MCCEA).
- B. A proportional allocation of half of funds unspent in the General Fund (GF) contingency (account number 01-20020-25711) at fiscal year end will be distributed to the unit. The proportional allocation to the unit will be determined in relationship to total compensation. For example, if the MCCEA GF total compensation is eight (8%) percent of GF total compensation, then eight (8%) percent of half (1/2) of the unspent contingency will be made available to the unit for distribution to employees. The first payment, if any, will be made for the fiscal year ending June 30, 2011. Notice of the availability of funds will be provided to the Union no later than November 30. The Union will determine how the funds are allocated to individual employees but payments will only be made to individuals in the unit and active on the payroll as of December 1. Payments of less than forty (\$40) dollars per employee will not be distributed.
- C. Salary Differentials
1. Salary differentials will be paid as set forth in Appendix D, provided, however, that the College reserves the right to eliminate any position paying a salary differential or to add positions to the said list, and further provided, that positions carrying salary differentials will be considered extra duty for extra pay and no Continuing Status will be granted for such positions.
 2. Salary differentials payable from funds other than state and local taxes are not included in Appendix D. All such differentials are subject to change or termination at any time such funds are not available for this purpose.
- D. All adjustments to salary as a result of additional training will be effective at the beginning of the payroll period succeeding the date that the official transcript or certificate demonstrating that such training has been successfully completed is received by the Office of Human Resources. It is the responsibility of the faculty member to request that the appropriate documentation be mailed to the Office of Human Resources.

- E. The granting of training increments will be governed by the following procedure:
1. Training increment credit (beyond a Bachelor's degree) must be graduate credit earned subsequent to admission to an accredited graduate school unless the accredited institution states, in writing, that such credit is transferable as legitimate graduate credit.
 2. Training increments will not be given for any graduate courses in which a grade of B- or less is earned if such credit is found to lower the grade point average to less than a B for that particular increment request.
 3. The *Faculty Salary Adjustment Request* form can be found in the HR section of the website. A completed form must be received by the Human Resources Office before training increment credit will be processed.
 4. The granting of training increments for graduate courses may be challenged by the appropriate immediate supervisor solely on the grounds of inadequate relevance to the faculty member's professional functions. In the event of such challenge, the Administrative/Faculty Committee (2+2 Committee) described in Article I.B.5 will be convened to rule upon the relevance of the work in question, provided that a majority vote of the total membership of the Administrative/Faculty Committee (2+2 Committee) will be required to deny a training increment, and further provided that neither the immediate supervisor making the challenge nor the faculty member being challenged will serve on the Administrative/Faculty Committee (2+2 Committee) during this procedure. The decision of the Administrative/Faculty Committee (2+2 Committee) will be final and will not be subject to the grievance procedure.
 5. Whenever any faculty member takes training germane to his/her professional duties and such training does not clearly satisfy the requirements of Paragraphs 1 & 2 above, the amount of credit, if any, toward salary increments will be determined by the Administrative/Faculty Committee (2+2 Committee) described in Article I.B.5 upon request of the faculty member, provided that a majority vote of the Committee will be necessary to establish any such credit. Request for determination of such credit will be made within thirty (30) calendar days of the beginning of the next semester, unless extenuating circumstances can be shown. The decision of the Committee is not grievable.
- F. Any faculty member who is authorized to use his/her own automobile in pursuance of assigned school duties will be reimbursed at the IRS rate in effect when the travel occurred. Mileage reimbursement requests can be submitted by using the *Official Daily Mileage Log*, which can be found in the Accounting section of the College website.
- G. Substitute faculty members will be provided at the College's expense whenever necessary for a faculty member conducting a field trip with students.
- H. Continuing Full-time, Probationary, Year-to-Year and Temporary (hired for a full academic year) Status faculty will be paid in 26 installments. (All paychecks for these employees issued after the end of Winter semester and before the beginning of the Fall semester will be forwarded to the appropriate division office for distribution.)

- I. When a new Probationary Status faculty member begins active employment on a date other than the beginning of the Fall or Winter semester, the faculty member will be paid and receive benefits according to the provisions for Probationary Status faculty in this Agreement.

- J. Longevity
 - 1. Continuing Full-time faculty are eligible for longevity. No other employee covered by this labor Agreement is eligible for longevity.
 - 2. Continuing Full-time faculty who have accumulated fifteen (15) years of seniority will receive a lump sum longevity payment of two hundred twenty-five dollars (\$225) annually.
 - 3. Continuing Full-time faculty who have accumulated twenty (20) years of seniority will receive a lump sum longevity payment of three hundred twenty five dollars (\$325) annually.
 - 4. Longevity payments will be made in the first pay period of the month of March. Payment will be based on accumulated seniority as identified in the immediately preceding January seniority list and will only be paid to employees in an active employment status or paid leave status as of the first day of the month of January.

- K. Relocation: The College may, at its sole discretion, provide relocation benefits to new full-time faculty when Management determines that such benefit is necessary in attracting competitive candidates. Relocation benefits will not exceed two percent (2%) of the faculty member's base pay at time of hire. The relocation benefit may cover costs such as packing and movement of household goods (clothing, dishes, furniture, appliances, etc.), temporary storage of household goods; transportation costs for family and pets; and interim living expenses. As the provisions of this section are at management's discretion, action taken by Management in administering this provision may not be grieved.

ARTICLE IX

Categories of Employment, Security of Employment, Resignation and Staff Reduction

- A. Academic Semester: The term “academic semester” refers to the Fall and Winter semesters.
- B. Categories of Employment: Employees covered by this Agreement may be in one of four general status categories: Probationary, Continuing Full-time, Limited Duration, or Part-time.
1. Probationary Status: New employees hired to work full-time remain in Probationary Status for their first three (3) calendar years of continuous employment at the College. Probation is a trial period and Probationary Status faculty may be terminated at any time during the probation process.
 2. Continuing Full-time Status: Employees who have successfully completed their probationary period are designated as Continuing Full-time Status, with full rights to hearing and appeal as provided in Section F of this Article.
 3. Limited Duration Status: There are two types of Limited Duration employment:
 - a. Temporary Status faculty are hired for a single academic semester or a full academic year (Fall and Winter) or Spring/Summer and have an assigned load of greater than three-fifths (3/5) of the full load for the discipline(s) they are teaching. Temporary Status faculty must meet all of the minimum requirements for the position(s) they are filling.
 - b. Year-to-Year faculty do not meet all of the minimum requirements of the position they are filling and are employed at the will of the College. The purpose of Year-to-Year employment is to provide a maximum three-year period of time during which the employee would become fully qualified by implementing a professional development plan approved by the immediate supervisor. Upon satisfactory completion of the professional development plan, the employee’s status is changed to Probationary at the beginning of the next subsequent academic semester. The probationary period for Year-to-Year Status faculty who become Probationary may be reduced by one academic semester for each full academic year of Year-to-Year Status up to a maximum of two academic semesters reduction.
 4. Part-time Status: On-call faculty who are either part-time or adjunct (including retired faculty teaching under the provision of Article XIV.G) who are hired for a semester or less at a time, and who work an assigned load equal to or less than three-fifths (3/5) of a full load in the division(s) where they work.
- C. Re-employment of Continuing Full-time Status Faculty: A Continuing Full-time Status faculty member who has terminated or terminates his/her employment at the College may be required by the College to serve one (1) year of probation upon rehire.

D. Limitation on Temporary Status: Should an employee be hired in Temporary Status for a third consecutive academic semester, he/she will automatically be granted Probationary Status at the beginning of the third consecutive academic semester and his/her probationary period shall be one academic semester less than the standard three (3) year probationary period.

E. Discontinuance of Probationary Faculty Member's Services

1. During the first two years of employment, no later than forty five (45) calendar days after the employee's anniversary hire date, the Probationary faculty member's evaluation committee will provide him/her with a written performance evaluation. If the committee fails to provide such written documentation, the immediate supervisor is required to provide a written evaluation no later than sixty (60) calendar days after the employee's anniversary hire date. Failure to submit a written performance evaluation will be considered as conclusive evidence that the faculty member's work is satisfactory.

During the third year of probation, in conjunction with submission of a performance evaluation, the evaluation committee must recommend to the Vice President or designee, in writing, either employment as a Continuing Full-time Status faculty member or termination of employment. Such written notice will be provided no later than thirty (30) calendar days prior to the end of the three-year probationary period. In the event the committee fails to timely submit such evaluation, the immediate supervisor will provide the Vice President with his or her recommendation. The Vice President's formal written notice of his/her decision to retain or terminate the Probationary Status faculty member will be delivered in person and/or mailed to the Probationary employee or documented in the final performance evaluation no later than one week prior to the end of the employee's probationary period. In the event the college fails to timely deliver such notice, the employee's probationary employment will be extended until such time as notice is given, provided that failure to deliver such notice within sixty (60) calendar days after the end of the three-year probationary period will result in the faculty member being granted Continuing Full-time Status.

When making the decision to terminate, the College will seek input from the probationary evaluation committee, except in cases of gross misconduct. When the evaluation committee concludes that a Probationary faculty member should be terminated, it must make this recommendation in writing to the appropriate Vice President, and this written recommendation must be signed by all the committee members supporting the recommendation.

2. Any Probationary Status faculty member whose services are discontinued because his/her services are deemed unsatisfactory or whose services are discontinued for other cause may appeal the termination decision in the following manner:
 - a. No later than fifteen (15) calendar days following the date of termination, the Probationary employee will submit a written request to the College's senior Human Resources manager. The written request must explain, in detail, why the decision should be reconsidered.

- b. No later than fifteen (15) calendar days from receipt of the request, a meeting will be held to provide the terminated Probationary faculty member the opportunity to explain the appeal to the appropriate Vice President or his or her designee. A written response to the terminated Probationary employee's appeal will be delivered to and/or mailed to the terminated employee no later than fifteen (15) calendar days following the meeting.
- c. If the terminated Probationary faculty member is dissatisfied with the response from the hearing above, he or she may appeal, in writing, the termination decision to the College President within fifteen (15) calendar days following receipt of the decision indicated above. Within fifteen (15) calendar days of receipt of the request, a meeting will be held to provide the terminated Probationary Status employee the opportunity to explain the appeal to the President or his or her designee. A written response to the terminated employee's appeal will be delivered to and/or mailed to him/her no later than fifteen (15) calendar days following the meeting. The decision of the President or his/her designee will be final.

Terminated Probationary faculty members who fail to timely appeal the termination decision waive their right to appeal. If an answer is not timely received from the appropriate Vice President or his/her designee, then the terminated Probationary employee may advance their appeal to the President's level.

- F. Discharge of Faculty Members on Continuing Full-time Status: Discharge of a faculty member on Continuing Full-time Status may be made only for just cause. Notice of discharge of a Continuing Full-time Status faculty member, including the reason(s) for the termination decision, will be in writing, signed by the appropriate Vice President. In the event that the reason for discharge is the character of professional service, the notice of discharge will be issued at least sixty (60) calendar days before the close of the academic year. The Union may appeal the termination decision through the grievance process outlined in Article XVIII (beginning at Level Three). The initial written appeal must be made within twenty-one (21) calendar days of the notice of termination.
- G. Staff Reduction: Upon giving initial written notice of ninety (90) calendar days, the College may, without hearing, lay off any faculty member at the end of the academic year because of necessary reduction in personnel, due to program elimination or reduced student enrollments, provided that when such reduction is contemplated the College will notify the President of the MCCEA at least seven (7) working days prior to the College's decision. Said notice to the MCCEA President will include information similar to that provided to the Board and a listing of positions to be eliminated as soon as such list is available.
 - 1. The College will determine the areas in which layoffs will occur, and faculty will then be laid off in the following order: Part-time, adjunct, Year-to-Year, Temporary, Probationary, and lastly, Continuing Full-time Status faculty. Retention of Probationary and Continuing Full-time Status faculty will be determined by seniority. All faculty subject to layoff in a particular subject area and who are tied in seniority will draw lots to determine the order of layoff. The process for drawing lots will be mutually agreed upon between the Association President and the College's senior Human Resources manager.

Either the faculty member or his/her designee may participate in the drawing. If the concerned faculty member does not attend or does not send a designee after being notified of the time and place of the lot drawing, the remaining lot will be assigned to that person. If more than one notified person in a particular subject area does not attend, lots will be drawn for them by the College representative in attendance in order by the faculty members' name(s), first using last name and then using first name, and then using middle name..

2. Continuing Full-time Status faculty receiving notice of layoff may request a review of their qualifications by the Administrative/Faculty Committee (2+2 Committee) established in Article I.B.5 of this Agreement, to determine eligibility for transfer to another position. The Committee will review the qualifications for the position, including any job descriptions, licenses, certificates, state and federal requirements, and other requirements necessary for funding. In case of a tie vote by the Committee, the transfer will be allowed and the transferred faculty member will be placed on probation for one (1) year. If such transfer results in bumping a Continuing Full-time Status faculty member with less seniority, that faculty member will also have the opportunity to appeal to the Committee. The Committee will process all appeals as expeditiously as possible. In the absence of a Committee decision, the College will have the right to determine eligibility for transfer. In no case will any notice of layoff be issued later than sixty (60) calendar days prior to the end of the academic year. The decision of the Committee or the College as to eligibility for transfer will not be the subject of a grievance.
3. As the result of the layoff process, Continuing Full-time Status faculty members may have their status changed to Temporary or Part-time Status. If in Temporary Status, he/she will be provided the same benefits as any other Temporary Status employee under this Agreement. If in Part-time Status, he/she will continue to accumulate full faculty seniority and will be entitled to request and receive health insurance on the same basis as other Part-time Status employees under this Agreement. Benefit eligibility is subject to limitations of the insurance carrier.
4. Laid-off faculty members will have no right to recall after the expiration of three (3) years; during those three (3) years they will be reinstated in inverse order of layoff in vacant positions for which they are qualified. Subject to carrier limitations, the College will continue to provide health insurance protection as set forth in Article XV of this Agreement for a period equivalent to one (1) year provided the faculty member is not covered by another plan.
5. The College will notify laid-off faculty members of subsequent vacant bargaining unit positions for which they are qualified, by regular mail, to the last address registered by the faculty members in the Office of Human Resources.
 - a. No new appointments will be made, except on a temporary basis, until thirty (30) calendar days after the mailing of such notification.

- b. No appointment of new faculty members will be made until all those laid-off faculty members qualified for the vacant position have been given an opportunity to be re-employed.
 - c. Any notice of recall to a faculty member will be by certified mail.
 - d. If a faculty member does not return to work at the time specified in his/her recall notice, the College will have no further employment obligation to him/her except as provided in Subsection f below.
 - e. If a faculty member has been recalled and is prevented from doing so by illness, with a doctor's statement, a contractual obligation with documentation that the other employer will not release him/her, or other emergency mutually agreed upon, his/her right to recall will be extended for a period of up to one (1) year.
 - f. Any faculty member who is recalled to a position will be allowed time to provide reasonable notice of termination to his/her current employer. Return must be at the beginning of a semester unless otherwise mutually agreed.
6. During said layoff, such faculty member's seniority and sabbatical leave credits will continue to accumulate. Sick & Emergency days and salary schedule credits will be frozen at layoff and reinstated upon recall. College or university teaching and counseling experience gained during layoff will be evaluated by the College for salary purposes upon re-employment.
7. Any faculty member who is transferred because of layoff will receive preferential consideration for any vacancies in his/her former position, provided there are no faculty members on layoff who are qualified for the position.
- H. Resignation: Faculty are committed to completing a semester/session once they have held their first class. If a faculty member intends to resign or retire prior to the end of the academic year, they must provide their immediate supervisor sixty (60) calendar days notice except in extenuating circumstances where a medical/psychological condition renders them unable to perform their duties. Faculty who are medically/psychologically fit for duty and give less than the sixty (60) calendar days notice of resignation/retirement may, at the discretion of the Employer, be separated from employment on a date determined by the College, but will receive pay for work completed as of the separation date. Separation under this provision is non-disciplinary and does not change the faculty member's eligibility for post-retirement benefits.
- I. Seniority List: The Office of Human Resources will provide an updated faculty seniority list to the MCCEA no later than January 15 of each year. Seniority will be calculated as of January 1.
- J. The College commits itself to the goal of maintaining a well-qualified full- and part-time faculty. It will make every effort to maintain a reasonable ratio between the numbers of full-time faculty and part-time faculty so that the quality of the instructional program is maintained.

ARTICLE IX

In order to facilitate planning by faculty who may seek to transfer or retrain, the College will develop a list specifying the number of full-time, part-time and overload sections taught in each course during each semester of the academic year. Such list will be provided to the Union by December 1 of each year. The list will include data for the last five years, and may also include any projections as to changes which the College sees fit to make.

ARTICLE X
Conditions of Employment

A. Basic Load – Full-time Teaching Faculty

1. The parties recognize that teaching loads described in terms of contact hours per week per semester vary from division to division and program to program in the College. Therefore, the actual number of contact hours within each division and program will be determined by instructors within each individual division with the advice of the immediate supervisor and the approval of the President. A table of the Semester Discipline Loads can be found in the HR section of the website.
2. Regular and Standard Contact Hour Loads
 - a. The regular and standard contact hour load per week per semester for faculty who teach didactic sections exclusively or a mix of didactic and clinical sections in the Cosmetology, Dental Assisting and Dental Hygiene programs is 18. The regular and standard contact hour load per week per semester for faculty who teach clinical sections exclusively in the Cosmetology, Dental Assisting and Dental Hygiene programs is 24. The higher load (24) is used when calculating the threshold for temporary full-time status in these three programs; stated alternatively, the maximum semester load for part-time faculty in the Cosmetology, Dental Assisting and Dental Hygiene programs is 14.
 - b. The regular and standard contact hour load per week per semester for Sign Language Interpreter Education faculty is eighteen (18).
 - c. The regular and standard contact hour load per week per semester for Respiratory Therapy instructors is eighteen (18).
 - d. The regular and standard contact hour load per week per semester for Fine Arts faculty whose major duties involve Art Studio, Graphic Design or Music Performance courses, including, but not limited to Graphic Design, is eighteen (18).
 - e. The regular and standard contact hour load per week per semester for faculty teaching a blend of Music Education and Music Performance is seventeen (17).
 - f. The regular and standard contact hour load per week per semester for faculty teaching in the Nurse Aide Program is eighteen (18).
3. When a full load is not available for a faculty member in fulfilling his/her normal professional responsibilities, the College, after consultation with the faculty member, will make available to him/her professional assignments for which the College believes he/she is qualified and for which the College has need. The faculty member may also apply for available reassigned time, counseling, teaching, or advising assignments for which he/she feels qualified. All course options, counseling assignments, and advising assignments

offered by the College and those initiated by the faculty member will be presented to the joint Administrative/Faculty Committee established in Section I.B.5. A majority vote of the Committee is required to reject the faculty member's qualifications. Any reassigned time assignment will require usual administrative procedures for approval.

- a. If there are no assignments available under Section A.3 for which the faculty member is qualified, his/her salary and benefits will not be prorated.
 - b. If the faculty member refuses to accept any of the assignments offered in Section A.3 for which he/she is qualified, his/her salary and benefits will be prorated.
 - c. Nothing in this Agreement will be construed as preventing any faculty member with a full load from applying for an assignment in another discipline or a reassigned time project and relinquishing part of his/her regular load in exchange for the new assignment if approved by the College.
4. If a faculty member is assigned a workload in more than one discipline/area, his/her load will be prorated on a percentage basis according to the normal full-time loads of the disciplines/areas involved in that semester.
 5. In no event will a faculty member be paid for extra duties under this Article unless his/her yearly teaching load exceeds the yearly divisional requirements.
 6. A faculty member will not be assigned more than two course preparations unless more are needed to carry a full load. For those courses not under team teaching, having several parts, such as quiz, laboratory and lecture, one faculty member will be assigned to the various parts for the students registered for the lecture portion of the course, whenever feasible.
 7. Faculty members will maintain at least six (6) office hours per week and will make such additional provisions for student consultations as may be necessary and reasonable.

Faculty members must schedule their office hours between the locations where they teach in proportion to their load. For example, a faculty member scheduling six (6) office hours who works half their load at Lapeer and half their load at Main Campus would schedule three (3) office hours at Lapeer and three (3) at Main Campus. Immediate supervisors may, at their discretion, schedule one (1) hour at a specific location.

Consultation hours will be posted on the faculty members' office doors and will be filed with their immediate supervisor and the office of the Vice President of Academic Affairs. On approval of the immediate supervisor, faculty members may elect to substitute, without additional compensation, other activities for two (2) of the six (6) required office hours. Examples of such activities are writing lab, tutorial services, accreditation-related work, professional development and laboratory development.

8. A contact hour is defined as a fifty-five (55) minute period of the faculty member's time spent in his/her regularly assigned instructional load. (Except as may be otherwise agreed to by the parties in writing.)
9. For each of his/her assigned classes, every faculty member will provide his/her immediate supervisor and students a copy of his/her syllabus, the approved objectives and his/her grading and attendance policies prior to the end of the first week of classes, except when extenuating circumstances require an extension.
10. Faculty members will submit grades on or before the due date. Failure to submit grades on time is subject to corrective progressive discipline.
11. Electronic Attendance Reporting: Faculty members will report attendance electronically using the College's absence reporting system. Failure to report attendance electronically is subject to corrective progressive discipline.

B. Part-time Status Faculty Members

1. Any Part-time Status faculty member employed for more than a three-fifths (3/5) load (as defined in Section A.3 above) will be paid on the salary schedule set forth in Appendix B in proportion to the number of contact hours taught.
 2. A three-fifths (3/5) time teaching load is defined as three-fifths (3/5) the contact hours needed for a full-time load in the subject area or discipline within the division. When three-fifths (3/5) of the weekly contact hours result in a fraction equal to or exceeding one half (1/2), the number of weekly contact hours may be rounded up to the next whole number without being said to exceed three-fifths (3/5) of a load.
 3. The pay rate for faculty members, other than interns, employed for a three-fifths (3/5) load or less will be as specified in Appendix C. For those employed in Counseling, the rate will be sixty-six and two-thirds percent (66-2/3%) of the appropriate rate specified in Appendix C.
 4. Part-time Status faculty members will share in other professional duties as such duties pertain to preparation of lecture materials, laboratory preparations, and the holding of office hours.
 5. A Part-time Status instructor becomes adjunct after having completed six semesters of employment and having taught a minimum of thirty (30) contact hours. While completing the six semesters and thirty (30) contact hours of teaching, the instructor will be regularly evaluated as provided in section X.T of this Agreement. Upon becoming adjunct in one discipline/division, a faculty member will be paid at the adjunct rate for all teaching assignments at the College.
- C. Full-time Counselors' Workload: Effective May 9, 2007, full-time Counselors and Advisors will have a workload of thirty-five (35) hours per week, which includes student contact time

and other activity, such as counseling and College-related meetings. This workload applies to the academic year and the Spring/Summer sessions.

D. Academic Advisors' Work Load: Full-time academic Advisors will have a load of thirty-five (35) hours per week. This workload applies to the academic year and the Spring/Summer sessions. Faculty members who are Part-time advisors will have their advising load calculated according to the following formula: thirty-five (35) multiplied by the percentage of his/her current semester load that has been assigned for advising.

E. Academic Advising:

1. Faculty may begin working as part-time Academic Advisors with the approval of Management. Full-time advisors may be hired following the normal process for hiring full-time faculty.
2. Faculty who work as part-time Academic Advisors will be paid at the non-instructional rate.
3. All part-time Academic Advisors report to and are supervised by the college manager responsible for supervising the advising function. Advisors must perform their advising duties at locations(s) authorized by the College manager responsible for supervising the advising function. Faculty members who fail to meet performance expectations in the Academic Advisor job description are subject to discipline as outlined in Article XVII.
4. The scheduling of advising hours is based on operational needs in the Advising Center. The multi-month advising schedule will include both academic semester/sessions and non-contractual time frames between semesters/sessions.
5. Advising hours are assigned to each academic division based on bidding priority and advising points earned within a particular academic division:
 - a. A faculty member's bidding priority is determined in the following manner: when bidding, first consideration is provided to (a) full-time faculty in their assigned academic division, followed by (b) part-time faculty from that division, and finally (c) part-time faculty from other divisions who are cross-trained to advise in that divisional area.
 - b. A faculty member's advising points are determined by the actual hours worked in the Advising Center since July 2000. The advising points list will be updated annually for purposes of bidding on future advising work.
 - c. The following example illustrates how bidding priority and advising points are to be used during the bidding process: A full-time faculty member with the most advising points among full-time faculty in their division will be given first consideration when bidding on advising hours assigned to his/her division.

6. Duties and obligations related to a faculty member's primary professional duties contained in the job description take precedence over and must be met before fulfilling advising duties. For example, full-time faculty cannot perform advising duties during hours when they are required to attend regular faculty meetings. In the event of a conflict, the faculty member must report the conflict to the College manager responsible for supervising the advising function.

F. Registration

1. Instructors will not be required to work more than eight (8) hours spread over two (2) days during late registration periods for Fall and Winter semesters with such time to include advisement duties and meetings.
2. Counselors will not be required to work more than one (1) regular workday during late registration periods for the Fall and Winter semesters.
3. Faculty members will not be required to work during late registration for Spring/Summer session classes.
4. The reporting dates for faculty will be as listed in Appendix D.
5. The College will schedule all meetings at which faculty attendance is required on the same day during final regular registration periods.
6. After the first week of classes of each semester, no student will be added to a class without written permission for the instructor.

- G. Substitution by Faculty Members: Faculty members who are requested and agree to substitute will be paid at the rate of 6.25 percent of the part-time rate per contact hour in effect at the time the substitute work is performed.

H. Spring/Summer Assignments

1. The load for full-time faculty who choose to teach during Spring/Summer is equal to half of their Fall/Winter load. The Spring/Summer load for full-time faculty who have one load for Fall and a different load for Winter is equal to half of the highest Fall/Winter loads. Full-time faculty who teach a full load during Spring/Summer session will be paid eighteen percent (18%) of his/her regular salary of the preceding academic year. Full-time faculty who choose to teach less than a full load during Spring/Summer will be paid a pro-rated portion of this Spring/Summer (pro-rated portion of eighteen percent (18%) of his/her regular salary of the preceding academic year). For example, a full-time teacher who chooses a single three hour class during Spring/Summer and whose Winter/Fall semester load is twelve would receive nine percent (9%) of his/her regular salary of the preceding academic year. All hours above the "base" load are paid at the adjunct rate.
2. The faculty member is committed to hold office hours and to assume all regular academic year responsibilities during the Spring/Summer session.

3. The full-time teaching load will be the same as that specified in Sections A, C, D and H.1 of this Article. Pay for a partial load will be prorated on the basis of the highest full-time semester load.
4. Any faculty member in a Temporary Status in a Spring/Summer session will be paid at the rate specified in Paragraphs 1 and 3 above. Faculty employed in a Temporary Status for the Spring/Summer session only are not entitled to fringe benefits under Article XV. However, if a faculty member is continuously in a Temporary Status during both Winter and Spring/Summer and is enrolled in any of the benefit plans under Article XV.K-L prior to the Spring/Summer session, these benefits will be paid in full for the appropriate months.
5. Any Part-time Status faculty member or Counselor teaching or employed three-fifths (3/5) time or less in a Spring/Summer session will be paid at the rate specified in Section B.3 of this Article per weekly contact hour per Spring/Summer session.
6. No full-time faculty member will be required to accept a Spring/Summer assignment. However, any full-time faculty member desiring such assignment will be given the opportunity to bid on Spring/Summer classes before a substitute, and/or Part-time Status faculty members. As Spring/Summer assignments are voluntary for full-time faculty, they are ineligible to bump once full-time faculty have exercised their initial bidding option.
7. Spring/Summer session courses are those courses offered after the close of the second semester of any academic year and before the beginning of the first semester of the next academic year.
8. Any sequential courses or courses without multiple sections which have fifteen (15) students or more by the end of final regular registration will be held.
9. Spring/Summer Ceilings:
 - a. Full-time Faculty: In addition to the base load described in Section H.1 and H.3 above, full-time faculty may work ten (10) overload hours. These hours could be worked all in Spring, all in Summer, or spread out over both Spring and Summer. Ten overload hours is the ceiling for the entire Spring/Summer session. The ten-hour ceiling may be exceeded by one-half hour of overload in those divisions where it is determined necessary by the immediate supervisor due to the number of hours per class exceeding the standard three (3) hours.
 - b. Part-time Status Faculty: Part-time faculty may work up to and including sixty percent (60%) of the regular semester load. For example, in a division with a load of fifteen (15), the Part-time Status faculty member could work nine (9) hours ($0.6 \times 15 = 9$). These hours could be worked all in Spring, all in Summer, or spread out over Spring and Summer. Calculation of the ceiling for Part-time Status faculty includes the rounding convention described in Section B.2.

- c. Temporary Status Faculty: In the event a Part-time faculty member works in excess of sixty percent (60%) of the regular semester load during the Spring/Summer session (whether in Spring, Summer, or across Spring and Summer) they become Temporary and their load and pay are calculated consistent with this status. However, Spring/Summer work in a Temporary Status capacity is not counted as a semester for purposes of determining whether an individual has worked in three (3) consecutive semesters and consequently converted to Probationary Status.

10. Exceptions to Spring/Summer Ceilings:

- a. Full-time Coordination: Some faculty perform coordinating duties exclusively during Spring/Summer. For these assignments, the load for Spring/Summer is identical to Fall or Winter (i.e., there is no “halving” of base load to determine load). In such cases, the faculty member is paid using the normal Faculty Assignment and Compensation Statement and it is not necessary to generate an Employee Transaction Form (formerly known as three-part form).
- b. Faculty Who Coordinate and Teach: In some areas, a full-time faculty member is the only teacher and is also the coordinator. In these cases, Spring/Summer coordination hours are reported and paid using an Employee Transaction Form (formerly known as three-part form) and are not recorded on the Faculty Assignment and Compensation Statement. The faculty member’s teaching hours cannot exceed the ceilings described above.
- c. Narrow Subject Area: In some areas, a teacher may be responsible for a narrow subject area which is in constant demand, particularly from students outside of the division. In such cases, the full-time instructor may exceed the ceiling by one hour. This excess hour is reported and paid on the Employee Transaction Form (formerly known as three-part form).

11. If a pink-slipped instructor is granted a Spring/Summer assignment as a Probationary or Continuing Full-time Status instructor, the validity of any layoff notice previously issued will not be affected thereby unless specifically recalled.

I. Overloads

1. Instructors will not teach an overload during their first or second probationary semesters at the College. During their third and fourth probationary semesters, instructors may teach an overload provided that they specifically request to do so and that their respective evaluation committees approve the request and forward it to the appropriate immediate supervisor, whose decision will be final. Probationary faculty may bid on advising hours in the advising center with the approval of their immediate supervisor.
2. No faculty member will be required to carry an overload during any semester or Spring/Summer session.

3. Courses remaining without instructors after full-time loads have been assigned will be first made available to qualified full-time faculty members within the division on an overload basis to a maximum of ten (10) contact hours except that in extenuating circumstances additional hours may be allowed by mutual agreement between the immediate supervisor and the faculty member, subject to the approval of a majority of the Administrative/Faculty Committee (2+2 Committee) The 2+2 Committee will rule on each individual case in time for the assignment to begin the semester involved. Full-time faculty who elect to teach overload will select specific sections at the time when they are made available, and the opportunity to make such selection will satisfy the provisions of this paragraph. Subsequent failure of any section to meet minimum student enrollment will not give any instructor the right to replace any other duly assigned instructor, whether full-time or part-time, except when such replacement will be necessary in order to insure a full-time instructor a full teaching load.
4. Any full-time instructor assigned to teach an overload course will be paid at the adjunct rate listed in Appendix C that is closest to their full-time degree level and step. If the course(s) taught are in an area other than that of the instructor's full-time assignment, the instructor will be assigned classes in accordance with the point system for Part-time Status instructors cited in Article XI.C and will accrue points for classes taught in accordance with the system.
5. Professional Assignment Rate: Faculty members who are requested and agree to perform professional assignments other than classroom teaching (advising, late registration duties, special test construction and correction, etc.) beyond their regular assignment(s) will be paid at one-half (1/2) the substitute rate effective at ratification.
6. Independent Study: Faculty members who agree to teach students in independent study arrangements will be paid the substitute rate per credit hour (Section G of this Article). A faculty member will have no more than five (5) independent study students in any one semester and the total number of credit hours in any one semester will not exceed fifteen (15).

J. Classes Taught with Low Enrollment

1. During the start-up of each semester and spring or summer session, the College determines whether advertised/scheduled classes will be held based on enrollment. Faculty may be offered the opportunity to teach, on a pro-rated basis, a limited number of classes which would otherwise be canceled due to low enrollment. No more than ten (10) classes will be offered at pro-rated pay for each academic semester (Fall and Winter) and no more than a total of five (5) classes will be offered at pro-rated pay over the spring/summer session.
2. Faculty who agree to teach under this section of the Agreement will be paid at the beginning of the semester in a single payment on a Employee Transaction Form. When calculating pay, the part-time adjunct or overload pay scale will be utilized and the calculation will take into consideration the number of students taught, the class

contact hours and the instructor's appropriate rate. The formula for payment is as follows:

(Number of Students Taught/Normal Minimum Number of Required Students)
X
Class Contact Hours
X
Overload Rate for Full-Time Faculty or Contract rate for Part-Time/Adjunct

When making this calculation, the denominator, "Minimum Number of Required Students" will be equal to two thirds of the maximum class size.

The text below shows how this calculation is made.

SAMPLE CALCULATION

Professor Jones has 10 students taking ART 142 which is a 3-hour class. The maximum class size is 18 students; the normal minimum class enrollment necessary for a class to "go" is 12 students. Professor Jones' overload rate is \$1,100. Therefore, the sample calculation under this agreement is:

ART. 142: $10/12 \times 3 \times \$1,100 = \$2,750$ (total pay to teach under this agreement)

3. The Union will be provided a copy of the staffing transaction form for each faculty member who teaches on a pro-rated basis.
4. The opportunity to teach on a pro-rated pay basis will not be extended to a faculty member where it would result in two sections of the same course at the same enrollment being held with one instructor paid at the full or normal rate and one instructor paid at the pro-rated amount. In other words, one section of ART. 142 with 10 students cannot be taught at a pro-rated amount if another section of ART. 142 is being taught at full pay with 10 or less students.
5. In the event a faculty member declines the Dean's offer to teach on a pro-rated basis, the class will be offered to another qualified faculty member.
6. No preference points are awarded when teaching under this section of the Agreement, nor does work performed under this section of the Agreement contribute to benefit eligibility or count as load worked.
7. Classes taught under this section of the Agreement by part-time and adjunct status faculty are not counted in determining eligibility for temporary full-time pay.

8. Faculty who are teaching their maximum load may not additionally teach under this section of the Agreement unless approved by the Administrative/Faculty Committee (2+2 committee).
9. The opportunity to teach under this section of the Agreement does not replace or invalidate CBA provisions establishing pay rates for independent study or program completion.
10. This section of the Agreement does not supercede H.8 of Article X.
11. Part-time status faculty who are adjunct and decline the offer to teach under this section of the agreement may utilize the provisions of Section C.10 of Article XI of the Agreement which provides adjunct faculty a process for attempting to acquire an alternate assignment.
12. The College and Union agree to re-examine this agreement every other year, with the first review occurring in April of 2011.

K. Academic Calendar and Assignment of Classes

1. The rules for developing the academic calendar have been agreed to by the College and the MCCEA and are attached as Appendix E. The academic year is defined as that period of time specified in the Academic Calendar running from the beginning of the Fall semester to the end of the Winter semester. The academic calendars will be prepared by the Office of Academic Affairs, following the rules established in Appendix E, and will be posted in the HR section of the website by the Office of Human Resources.
2. Whenever feasible, a faculty member's classes will be assigned within eight (8) consecutive hours and with a twelve (12) hour span between the end of the last assignment of the day and the beginning of the first assignment the next day.
3. Full-time faculty members will not be required to have classes beginning after 4:00 p.m. more than one (1) semester in each academic year, and then no more than two (2) nights each week, unless it is necessary to make a full load. A faculty member may elect to exceed this limit.
4. Assignment of full-time faculty members to weekend duties will be on a voluntary basis.
5. With due consideration for the welfare and convenience of his/her students, an instructor may, for educational purposes, change the meeting place of a class session to a different on-campus location, provided that he/she gives prior notification to his/her immediate supervisor.
6. The semester/session schedule of course offerings which includes the determination of array of classes and sections to be offered and the day(s), time and location of classes and sections will be developed by Management. Immediate supervisors will continue

to provide a process whereby full-time faculty may provide input to the schedule of course offerings prior to its finalization. Management has final approval of the course schedule each semester or session.

7. Full-time faculty will be notified of tentative teaching assignments prior to the publication of the class schedule for any semester or session.
8. If problems in class scheduling and/or teaching/counseling assignments arise under existing divisional policies or practices as a result of conflicts between faculty schedules, limitations on teaching facilities, or questions of student needs, the immediate supervisor and the concerned faculty and the MCCEA Grievance Officer will attempt to solve them cooperatively. If no solution is reached, such problems will be referred to the appropriate Vice President or his/her designee, who will make a decision in the matter. Every effort will be made by both parties to resolve all such issues prior to publication of the Class Schedule. Teaching assignments plus office hours may span five (5) days depending on the schedule of sections offered.

L. Extension Classes

1. Assignments of faculty members to extension classes will be on a voluntary basis unless it is necessary to make a full load. Such assignments will be made on a rotating basis among members of the discipline.
2. The faculty member will be reimbursed mileage at the established rate per mile for travel between the main campus and the extension center.

M. Continuing Education: Continuing Education (CE) offers non-credit learning to individuals, groups and organizations. Each year during the month of October, CE will send an all-faculty email (or a similar communication in the event email technology is replaced) soliciting faculty interest in bidding on projects and/or teaching for CE in the upcoming calendar year. Faculty must respond in writing to the solicitation indicating the areas of expertise in which they are willing to perform services for CE (whether curriculum development or teaching or both) and any limitations in terms of times or time periods that they are not available. Faculty in a corrective action plan and faculty who have been coached or disciplined within the past year are ineligible to teach or develop curriculum under this Agreement. Faculty who accept CE assignments remain responsible for satisfactorily performing all of their professional obligations. Faculty covered by this agreement may perform CE work as follows:

1. Project Work: Sometimes it is necessary for CE to seek bid proposals for curriculum development (which may include both curriculum development and content delivery). In such circumstances, it will solicit bids from faculty who have expressed an interest as noted above and from other vendors and will, in its sole discretion, select the provider best suited to its needs. In awarding the bid, it may award all of the work to a single vendor or divide the work among the bidders in accordance with the terms of the bid proposal.
2. Regularly-Scheduled Classes: For classes other than those that have been awarded under the bid process for project work, CE will contact faculty who express an interest in

teaching prior to contacting non-bargaining unit persons. CE management may temporarily or permanently discontinue the use of faculty who do not perform satisfactorily and such discontinuance cannot be grieved.

N. Faculty Meetings

1. A faculty member has the responsibility of attending all regularly scheduled faculty meetings, College and divisional. Every effort will be made to hold such meetings at hours when classes are not scheduled.
2. Except in cases of emergency, the agenda for general faculty meetings will be published forty-eight (48) hours in advance.
3. If the College calls an emergency meeting of the general faculty, a faculty member may cancel all classes which conflict with the hour(s) of the meeting.

O. College Activities: Faculty attendance at all College activities will be voluntary except at commencement. Not more than fifty percent (50%) of the faculty will be required to attend. Academic regalia will be provided by the College for faculty members required to wear them.

P. Teaching Facilities

1. The College will continue to provide faculty member's office space and the equipment such as a desk, chair, visitor's chair, file cabinet and bookcase needed for effective instructional preparation and function.
2. The College will continue to provide faculty parking space whenever possible.
3. The College will continue to provide clerical services to the faculty for teaching and counseling purposes.
4. The College agrees to make all reasonable provisions for the safety and health of its employees during the hours of their employment.

Q. Faculty Governance

1. College Professional Study Committee
 - a. There is hereby established at the College a permanent "College Professional Study Committee" (CPSC) composed of eleven (11) members, five (5) of whom will be appointed by the College, five (5) of whom will be appointed by the MCCEA, and one of whom will be elected by the faculty at large. This committee may, by mutual consent, be expanded up to thirteen (13) members by the appointment of one (1) additional member by the MCCEA and one by the College. Each member of CPSC will have voting rights.

- b. The CPSC will meet at least once each month to discuss and study subjects relating to the educational processes at the College. All subjects submitted for study will be accepted for study unless mutually rejected by the CPSC co-chairs. Rejected subjects for study will be returned to the sender with reasons for rejection. All subjects submitted for study should include a reasonable timeline for completion. If the study needs to be completed within seventy-five (75) calendar days, the College will so indicate. If the study is not completed within said time period, the College may act on the issue in question.
- c. The CPSC is empowered to establish standing and ad hoc committees composed of faculty members, administrators and, by mutual consent of the parties to this contract, other interested parties from within the College to study and report upon agreed subjects. Each member of such committees will have voting rights.
- d. All reports of the CPSC or its subcommittees, including their recommendations, will be submitted in writing to all members of the CPSC. Upon completion of its study and report on a subject assigned to it, each ad hoc committee will be considered dissolved, and once dissolved no ad hoc committee will be reactivated except by action of the CPSC.
- e. All CPSC recommendations regarding new programs will be forwarded to the President with the vote recorded either in support or in opposition to the recommendation. For recommendations that do not regard new programs, the recommendation is adopted if both co-chairs agree. All proposals, approved or disapproved by CPSC with the vote recorded either in support or in opposition to the recommendation, will be sent to the President for his/her information.
- f. The President will submit a written response to all CPSC recommendations within thirty (30) calendar days indicating approval or stating reasons for disapproval of the recommendation. Failure of the President to respond as herein specified within forty-five (45) calendar days will constitute approval.

The President may refer proposals which have been disapproved by CPSC back to CPSC for further study. When the President refers a disapproved proposal back to CPSC he/she will provide reasons for the referral and include any additional information he/she feels CPSC should consider. When a proposal is referred back to CPSC by the President, CPSC will have at least thirty (30) calendar days to respond or a longer time if mutually agreed with the President. Nothing herein will interfere with the College rights set forth in Article II.

- g. The clerical expenses of CPSC and its committees will be borne by the College. Agendas and items for discussion should be received by CPSC members three (3) working days prior to the meeting.
- h. The parties agree that the CPSC and its committees serve in an advisory capacity only and that the failure of the College or the President to place any of its recommendations into effect will not constitute the basis of a grievance.

2. Divisional Governance

- a. The faculty of each division may continue to develop rules, regulations, and procedures for divisional operation which are not in conflict with the law, Board policy and this Agreement in the following areas:
 - 1) Conference travel (See Article XIII.K.2, which spells out guidelines for divisional policies for distributing conference travel funds.)
 - 2) Faculty interview committee: Establish procedure for determining two faculty who will serve on the interview committee for new Probationary Status faculty. Additional faculty members may be included on the interview committee at the discretion of the immediate supervisor.
 - 3) Faculty evaluation: Specialized components of performance, if applicable, that may be evaluated and scheduled within or in addition to those outlined in Articles X.R.6), X.S.2, and X.T. Examples of such specialized components would include lab assessments in Science, safety procedures in Technology, portfolio assessment in English, and clinical and lab observation in Health Sciences.
 - 4) Textbook selection. All processes for textbook selection must comply with book store deadlines and the Higher Education Reauthorization Act of 2008.
 - 5) Process for bidding on classes and counselor hours which are finalized by Management, including Spring/Summer assignments. Divisional processes for bidding on assignments must be consistent with Articles X.E.5, X.I.3, X.H.6, and XI.C, in that the bidding for assignments for each division must proceed in this order:
 - First, full-time faculty bid, to achieve a full base load (for Fall and Winter semesters)
 - Second, full time faculty bid on overload assignments
 - Third, temporary full-time faculty bid
 - Fourth, adjunct and part-time faculty bid
 - 6) Process(es) for providing faculty input regarding the scheduling of specific courses to be offered, in keeping with X.K.6, provided that input is given no later than November 30 for spring, summer, and fall; and no later than May 31 for winter, in order to align with the schedule publication calendar.
 - 7) Divisional requirements for the development of course proposals and revisions prior to their submission to CPSC.
 - 8) Providing input to the immediate supervisor regarding priority setting for divisional planning.

- 9) Developing processes, guidelines, and organization for completing departmental program reviews within the division.
- b. All rules, regulations, and procedures of each division will be reviewed annually by the immediate supervisor and the faculty and will be forwarded to the Vice President-Academic Affairs for his/her review. Policies in the Division of Counseling and Student Development will be reviewed annually by the immediate supervisor and the faculty and then forwarded to the appropriate Vice President for his/her review.

The immediate supervisor, in consultation with faculty, will develop an agenda for annual review and/or revision of governance no later than the October division meeting allowing a reasonable time for such activity. A division faculty vote on the existing rules, regulations, and procedures and/or on proposed revisions will occur no less than sixty (60) calendar days prior to the end of the academic year

All new or revised rules, regulations, and procedures in the areas referenced in subsection a. above and all proposed changes to them, will be submitted by the Immediate Supervisor to the President or his/her designee for approval. The President or his/her designee will submit a written response to all such proposals within forty-five (45) calendar days of receipt, indicating approval or stating reasons for disapproval. If a proposed change is disapproved, Faculty will have thirty (30) calendar days to submit revisions to their proposed changes. If such revisions are disapproved or the Division does not submit revisions after initial changes were disapproved, then the original language sunsets or becomes void.

Following the President's approval, they will become effective. The failure of the President to respond, as herein specified, within forty-five (45) calendar days of his/her receipt of the recommendations will constitute approval.

- c. In the event no changes are to be made to governance, written notice of this determination must be provided to the appropriate Vice President no later than forty-five (45) calendar days prior to the end of the academic year. Divisional governance sunsets or becomes void at the end of the academic year in the event notice of no changes has not been provided to the Vice President or in the event it has not been submitted to the President forty-five (45) calendar days prior to the end of the academic year, consistent with the above timelines.
- d. Actions taken in accordance with divisional policies will not be grieved.
- e. Internship Programs: Prior to the implementation of an internship program in any division, the immediate supervisor will seek the advice and assistance of the division faculty.

R. Faculty Evaluation and Development

The purpose of faculty evaluation and development is to establish a continuous improvement process focused on improving instruction and student learning and supporting professional

growth through a meaningful faculty development program. When performance is significantly weak or unsatisfactory, the content of performance evaluation will be linked to the progressive discipline process.

Plans will include the following:

- 1) Continuing Full-time Status and adjunct faculty will be evaluated by the immediate supervisor who may be assisted by continuing full-time status faculty who conduct classroom observations and share input on the classroom observations with the immediate supervisor and faculty member who is being evaluated. In the event qualified full-time status faculty are not available, full-time faculty from other higher education institutions may be utilized to conduct classroom observations. Discussions between the faculty member and his/her immediate supervisor related to evaluation and discipline will be conducted confidentially as outlined in this Agreement. Only those persons with a need to know will have access to the results of evaluation and discipline.
- 2) Every faculty member will have student questionnaires administered in each of his/her classes at least once annually between mid-semester and final examination as determined mutually by the faculty member and his/her immediate supervisor.
- 3) The student questionnaire will consist of up to fifteen (15) questions recommended by CPSC. Up to five (5) additional questions may be added by programs and/or disciplines, and up to five (5) more additional questions may be added by individual instructors. The questions may include, but will not be limited to, matters of teaching techniques or methods, course syllabi and objectives, and adherence to professional standards.
- 4) Each faculty member and his/her immediate supervisor will be provided a summary of results of the student questionnaires for each of his/her class sections and aggregate summary of all of his/her sections. The student questionnaires will be provided to the instructor and his/her immediate supervisor. Immediate supervisors may be provided an aggregate summary of questionnaire results for the division. Immediate supervisors will be provided with an aggregate summary of questionnaire results for each faculty member of the division. Any discussion of these results with the faculty member will be confidential and by mutual agreement only. All such materials will be treated confidentially. Information obtained from and contained in the student questionnaires may be utilized by management as a factor in the evaluation of faculty and in determining whether corrective progressive discipline is warranted.
- 5) Evaluations of Continuing Full-time Status faculty will take place at least once every four (4) academic years. Part-time Status faculty who are adjunct will be evaluated at least after each sixth (6th) semester or session of teaching, or every third (3rd) year, whichever comes first.

- 6) Scope and Focus of Evaluation for Continuing Full-time Status Faculty: Consistent with the immediate supervisor's responsibility for conducting evaluations, the faculty member and his/her immediate supervisor will together plan the scope and focus of the evaluation. The immediate supervisor will determine whether a classroom observation is necessary as part of the evaluation provided that an observation will be scheduled if requested by the faculty member. The classroom observation may be conducted by the immediate supervisor or a designee as noted in subsection 1) above. If the immediate supervisor decides that a classroom observation(s) is to be conducted, then the date and time of the observation(s) will be mutually determined. However, in those cases where the faculty member is in a potential corrective discipline status, or is undergoing an individual improvement program (IIP), the supervisor will consult with the faculty member to identify unproductive times for classroom observation. The supervisor will then inform the faculty member of a range of time within which the observation will occur. The content of the evaluation will include a review of each year's student questionnaire, and a written self-evaluation. The instructor may also elect to include peer evaluation(s). The written self-evaluation will include but not be limited to the following: review of classroom technique and methods; preparation of course syllabi and objectives; methods, systems, and materials used to evaluate students; professional development activities; professional conduct and relationships with peers and students. Administrative and/or peer evaluation may include, but not be limited to any of the above.
- 7) A summary or summaries of the evaluation data will be written by the faculty member and the immediate supervisor and will include a statement of strengths and weaknesses. An evaluation conference with the immediate supervisor will be held to discuss strengths and weaknesses indicated by the evaluation. Where performance is significantly weak and/or has not been improved despite past efforts, an individual improvement plan (IIP) will be prepared. The IIP will include actions the faculty member must take as well as actions the College will take to support the faculty member's efforts.
- 8) The written reports concerning the strengths and weaknesses of the faculty member's performance, together with any recommendation for improvement, will be kept in the immediate supervisor's office files. A faculty member will receive copies of all reports of performance evaluations which are included in his/her personnel file.
- 9) Scope and Focus of Evaluation for Part-time Faculty who are Adjunct: Adjunct faculty will be evaluated using the procedures for full-time faculty outlined in Subsection R.6 above.
- 10) Faculty members may rebut, in writing, any portion of the evaluation and such written rebuttal will be attached to the evaluation and filed in the immediate supervisor's files.

S. Evaluation of Probationary Status Faculty

1. The evaluation of Probationary Status faculty members will be made by a committee selected by the immediate supervisor and consisting of the immediate supervisor (or his/her designee) and the appropriate faculty of the division, but Probationary Status faculty will not be responsible for or involved in the evaluation of other faculty members. In the event there is no Continuing Full-time Status faculty in the division with expertise in the content areas for which the Probationary Status faculty has been hired, then faculty from other higher education institutions may serve as subject matter experts for classroom instruction and curriculum purposes to the committee.
2. The components of performance being evaluated, including those specialized areas in accordance with Article X.Q.2.a.3) of this Agreement, will be provided in writing to the probationary faculty member at the beginning of the evaluation process. Feedback will be provided to the Probationary employee by the committee and its members on a regular basis.
3. The committee's written recommendation concerning a Probationary Status faculty member's performance, together with such documentation as may be requested, will be transmitted by the immediate supervisor through the Dean (if applicable) to the appropriate Vice President. These written recommendations must be signed by each member of the committee.
4. The Probationary Faculty Evaluation Report form for Probationary Status faculty will be signed by the faculty member and the appropriate Vice President after a conference between the two. It is understood and agreed that the faculty member's signature merely acknowledges his/her having read the report. The Probationary Status instructor will have the right to respond in writing to the evaluation report, and such response will be attached to all copies of the report. Copies of the evaluation report form will be forwarded to the Human Resources Office for tracking purposes and placement in the employee's personnel file.
5. The college HR Department will provide a bi-annual status report to the MCCEA for each full-time probationary status faculty. The report will identify the present status of the faculty member in the annual evaluation process. The names of the evaluation committee members will also be provided. This report would be presented to the MCCEA by November 30 and March 30 of each year.

- T. Evaluation of Part-time Status Faculty: The immediate supervisor and/or his/her designee will be responsible for the evaluation of Part-time Status instructors who are not adjunct. Each Part-time faculty member who is not adjunct will be evaluated at least during his/her first semester of employment and every other semester thereafter until a minimum of three evaluations has been completed. The components of performance being evaluated, including those specialized areas in accordance with Article X.Q.2.a.3) of this Agreement, will be provided in writing to the probationary faculty member at the beginning of the evaluation process. Each evaluation will consist of a minimum of a student evaluation and an evaluation by the appropriate immediate

supervisor and/or his/her designee. The date and time of classroom observation(s) will be mutually determined. However, in those cases where the faculty member is in a corrective discipline status, or is undergoing an individual improvement program (IIP), the supervisor will consult with the faculty member to identify unproductive times for classroom observation. The supervisor will then inform the faculty member of a range of time within which the observation will occur. Copies of the evaluation will be forwarded to the Human Resources Office for movement toward adjunct and placement in the employee's personnel file.

U. Field Trips

1. A field trip is defined as an organized group activity required by a faculty member to meet the educational objectives of his/her course and which requires a student group to leave the normally scheduled classroom or laboratory.
2. The College will supply transportation for all such approved trips. Requests for field trips must be filed with and approved by the immediate supervisor at least two (2) weeks prior to their scheduled occurrence.

V. Voting Rights in Dual Division Assignments: Any full-time faculty member who is assigned duties in more than one (1) division will have full voting rights in the division in which he/she has the major portion of his/her load.

W. Maximum Class Size

1. No class size at the College will exceed that size set forth upon an official list which has been agreed to be correct by the CPSC. A copy of the official class size list will be posted in the HR section of the website. Any additions to or changes in this list will be made through the procedures of the CPSC.

The co-chairs of the CPSC will review and update the official class size list yearly. This review will be completed by September 1 of each year.

2. Telecourse class sizes will be thirty percent (30%) greater than those established by the official class size list. Any variations from this percentage will be made through the procedures of the CPSC.
3. Procedure for Enrollment in Excess of Class Size Maximum: It is not the College's intention to enroll students beyond the official class size maximum for each class. But if an enrollment in excess of class size maximum should occur, the following procedures will be followed to correct the error.
 - a. On the first day of classes, class size lists including all drops, adds, and registrations through the last day of regular registration will be distributed to faculty.
 - b. If the number of names on the class list or the number of students in the class exceeds the official maximum class size, the instructor must report, in writing, the apparent enrollment in excess of class size maximum to the immediate supervisor. This report

will be made no more than two (2) working days after the excessive class size is discovered, or, in any event, no later than the end of the full refund period. If a faculty member fails to timely report the excessive class size, they are obligated to teach the student(s).

- c. If an excessive class size is confirmed by the immediate supervisor, the immediate supervisor will enter the class when it next meets and request volunteers to transfer to (a) other sections of the same course which are not full, or (b) other College classes of equal credit and contact hours, which are not full. The immediate supervisor will assist the necessary number of volunteers in adjusting their schedules.
 - d. If not enough volunteers are forthcoming, the immediate supervisor will then identify which students registered or were added last, remove them from the class, present them with the options in Subsection c immediately above and assist them in adjusting their schedules.
 - e. These procedures will be re-evaluated every year by the Vice President of Academic Affairs and the MCCEA President.
- X. Club Sponsorships: Sponsorships of all student clubs and organizations will be voluntary. All sponsors will be paid the same rate determined by the Dean of Student Services annually.
- Y. Educational Grant: In the absence of a state directive or prohibitive legislation, the College will provide an Educational Grant Fund. The grant will be limited to an amount equivalent to tuition and related service fees for Mott College credit and non-credit courses for full-time employees, including spouse and dependent children (up to age 25) as defined by the Internal Revenue Code of the United States.
- 1. Related Service Fees: The educational grant does not cover the cost of books or materials. A comprehensive list of service fees that are covered by the grant can be obtained from the Accounting Office or can be accessed through both the Accounting and HR sections of the website.
 - 2. Verification of Status: In order to provide verification of employee and dependency status (for purposes of State of Michigan audit and College record-keeping) the employee will process the grant through the Office of Human Resources by completing an Educational Grant Waiver & Information form.
 - 3. Changes in Employee Status: Eligibility for tuition waiver is based on the employee's status at the time he/she enrolls in a class or course.
 - 4. Repayment: The employee is responsible for any charges for which a student is liable if they, their spouse, or dependent does not complete a credit class with a passing grade or if the class is dropped. (A passing grade is 1.0 or above, Audit or Satisfactory.) If a passing grade is not received by the end of the semester in which the credit class is taken or at the time grades are assigned, the appropriate charges will be applied. Any outstanding

payments due must be paid in full or scheduled for automatic payroll deduction prior to registration for subsequent classes.

5. The employee will also be responsible to repay any charges for non-credit courses under the same circumstances as if the employee were a paying customer. (For example, an employee registers for a Continuing Education class but never attends and does not drop before the deadline.)
 6. Payment: Payment to the College by the employee will be by automatic payroll deduction of equal amounts each pay period over a period of twelve (12) months. The College is specifically authorized to initiate payroll deductions once the charges have been recorded and the employee has been notified that the requirements of the Educational Grant have not been fulfilled. The employee may authorize a repayment period of less than twelve (12) months or may pay the full amount due in a single lump sum. If the repayment obligation has not been fulfilled at the time of the employee's separation from employment, the College is authorized to deduct the full remaining obligation from the employee's final paycheck. Any remaining balance will be pursued through the College's normal accounts receivable and collections processes.
 7. Part-time Status faculty will be provided educational grants in the amount of credit hours taught in that semester. (Eligibility and restrictions as outlined above apply.) Grant credits will accumulate for a period of two (2) years.
 8. Should a faculty member die while actively employed by the College, the grant will be available for the remainder of the semester to said faculty member's spouse and dependents as if he/she were actively employed. Should any spouse or dependent taking advantage of this provision not meet the grade requirements in Paragraph 4 above, said individual will be responsible to repay the College the amount of the grant. No further grants will be available to said individual until the grant is repaid.
- Z. Faculty Exchanges: Faculty exchanges support faculty development, renewal and revitalization. Exchanges are subject to the following terms:

Procedures and Considerations:

1. Definitions

- a. External Exchange – The exchange of faculty members with an educational, governmental or business institution outside of the College.
- b. Outgoing participant – A faculty member leaving his/her present assignment for a temporary exchange outside the College.
- c. Incoming participant – A faculty member from an outside institution who by reason of an exchange will be temporarily assigned to a College position.

2. Eligibility Requirements

- a. Eligible participants must be Continuing Full-time Status faculty who have been employed with the College for a period of at least four (4) years to qualify for an external exchange.
 - b. Faculty participants must have the approval of their immediate supervisor (or designee) before applying for any exchange. If the immediate supervisor should disapprove the application, the faculty member may appeal to the appropriate Vice President. The decision of that Vice President will be final.
 - c. Incoming participants must meet the published qualifications for any vacant position they seek. The appropriate faculty interview committee will have an opportunity to review the applicant's credentials and make a recommendation through the appropriate channels.
3. Number of Exchanges
- a. The number of exchanges which occur at the College will be approved by the President or his/her designee based upon the availability of resources and the effect of the exchange upon the teaching and service function of the College.
 - b. If an incoming exchange is not evenly traded for an outgoing exchange in the same subject, the appointment must be approved by the MCCEA.
4. Length of Exchange: The length of any exchange will not exceed one (1) year. Any exception to this procedure must be approved by Management.

5. Compensation

- a. The College will continue to pay outgoing participants their regular salary and fringe benefits subject to the appropriate deductions. The participant will also continue to receive all other rights and protections under the Contract, including but not limited to sick leave, personal leave, academic freedom, and due process, except any rights that are specifically waived in this document, or in an agreement made between the participant and the receiving institution with the concurrence of the MCCEA.
 - b. Incoming participants will be paid by the sending institution.
 - c. Incoming participants will be excluded from the MCCEA Bargaining Unit.
6. Vested Rights: Any employee participating in an exchange will continue to accrue credits toward sabbatical leave, Sick & Emergency time, seniority, terminal leave payments, and salary increments. However, a faculty member who has been on an exchange will not be eligible for sabbatical leave during the year following the period of an exchange.
7. Exchange Assignments and Obligations: The assignments, obligations, and other understandings for any exchange participant for the period of exchange will be detailed in a Memorandum of Agreement which must be signed by the President or his/her designee and the instructor. A copy will be sent to the MCCEA. The outgoing participant will be expected to follow the calendar, class size, and load provisions of the host institution.
8. Facilities and Resources: The College will provide to incoming participants the same access to opportunities and resources as it does for its own faculty, including but not limited to office space, clerical assistance, and staff development services. Any funds for negotiated benefits such as professional travel and professional development will be over and above those allocated for MCCEA members. Any exceptions or prohibitions will be stated in the Memorandum of Agreement.
9. Housing and Relocation: The College will provide neither housing nor relocation costs for incoming or outgoing participants. However, the outgoing participant is not precluded from applying for professional development funds per Article XIII.I.9.

ARTICLE XI
Vacancies, Appointments and Transfers

A. Vacancies

Management will appoint one or more bargaining unit members to interview committees assembled for vacancies in the positions of President, Vice Presidents, Chief Officers, and academic and student services Deans.

- B. Minimum Qualifications of Part-time Status Faculty: Part-time Status faculty must meet the minimum qualifications for full-time instructors in the division. Part-time status faculty who do not meet the minimum qualifications may be hired on an emergency basis for one semester only when necessary to staff an advertised class. Individuals hired in such emergency situations may not be hired in any subsequent semester unless they meet all of the minimum requirements. Faculty hired on an emergency basis will be identified on the Monthly Staffing Transactions report to the Board with the following notation: One semester emergency hire.

C. Part-time Preference Point List

1. In assigning Part-time Status faculty each semester, the immediate supervisor will make assignments utilizing the Preference Point list. The Preference Point list and status as a Part-time Status faculty (including adjunct and retired faculty) does not constitute any form of seniority and does not provide the faculty member (including retired faculty) with any preferential consideration in the filling of full-time faculty positions, whether regular or temporary.
2. The Office of Human Resources will be responsible for the development and maintenance of the Preference Point List for Part-time faculty in consultation with the President of the MCCEA. Said list will be updated and posted to the HR section of the website by September 1st and February 1st of each academic year. The September 1st list will include all points earned through the Spring session and will apply to the selection of classes for the Winter semester. The February 1st list will include all points earned through the Fall semester and will apply to selection of classes for the Spring, Summer, and Fall semesters.
3. Part-time Status Faculty (The term “Part-time” as used in this document includes both part-time and adjunct faculty), will be placed on this list by earning points in the following manner:
 - a. No preference points will be awarded to a Part-time Status faculty member for teaching assignment(s) during his/her first semester or session at the College.
 - b. At the end of each fiscal year, five (5) points are awarded for each year of part-time or temporary service. (The phrase “a year of service” means a minimum of one course taught in each fiscal year.) If a Part-time faculty member teaches in more than one (1) area, these five (5) points will be applied to each preference list.

- c. Also, one (1) point is awarded for each contact hour taught as a Part-time instructor or temporary instructor. Therefore, if a Part-time Status faculty member teaches six (6) contact hours in each of the Fall and Winter semesters in a given calendar year, he or she earns twelve (12) points in this manner. If a Part-time faculty member teaches in more than one (1) area, points awarded for contact hours taught in one (1) area will not be used for placement on the Preference Point list in any other area.
 - d. Administrators will be placed on the Preference Point list in the manner stated above.
 - e. Retired full-time faculty members who wish to teach part-time receive fifty (50) points for each year of full-time service at MCC.
 - f. Employees who bid on classes using the Preference Point list and then refuse such assignments within two (2) weeks of the first scheduled class date will have their accumulated preference point total reduced by the number of contact hours they had agreed to teach.
4. The Part-Time Preference Point list is used as follows:
- a. The immediate supervisor in assigning Part-time faculty, contacts the Part-time faculty on the Preference Point list, going from highest to lowest point totals. Ties are broken by selecting the Part-time faculty member with the earliest contractual date of hire; if the dates of hire are equal, the immediate supervisor flips a coin in the presence of a witness.
 - b. The Part-time Status faculty member highest on the list selects the section(s) of courses he or she wishes to and is qualified to teach. If a question arises over qualifications, it will be referred to the divisional Part-time faculty committee, which will make a determination in the matter. If additional courses are available after this selection, the immediate supervisor contacts the next name on the list, and repeats the process until all available courses are assigned.
 - c. A Part-time Status faculty member who is bumped from an assigned course because the bumping is necessary to create a regular and ordinary load for a full-time faculty member will go to the top of the list.
 - d. If unassigned courses remain after the preference list is exhausted, the immediate supervisor can assign a qualified person whose name does not appear on the preference list.
5. Removal from Preference Point List/Termination of Employment:
- a. Part-time Status faculty who are not adjunct may be terminated without the right of appeal in the event they receive one (1) unsatisfactory evaluation.
 - b. Employees who have not taught for twenty-four (24) consecutive months will be removed from the Preference Point list. Employees may be reinstated to the

Preference Point list during the twelve (12) months following removal by the immediate supervisor. In the event of such reinstatement, they will be credited with all points accumulated prior to removal.

- c. Part-time Status faculty who are adjunct who receive one unsatisfactory evaluation for unsatisfactory teaching will be provided a one semester improvement opportunity and plan unless their performance is grossly unsatisfactory. In the event the employee's teaching performance continues to be unsatisfactory during or at the end of the one semester improvement period, his/her employment will be terminated. An employee's refusal to participate in the improvement plan constitutes voluntary resignation. The College continues to reserve the right to terminate Part-time Status employees who are adjunct with one unsatisfactory evaluation where the basis for the unsatisfactory evaluation is conduct unrelated to teaching performance.
6. Prior to the beginning of each semester or session, notification will be given by each division's immediate supervisor to all Part-time Status faculty members stating the date on which he or she will be making part-time selections and asking for a College issued e-mail address and phone number where the Part-time faculty member may be reached on that date if he/she will not be at his/her home phone. It is the responsibility of the faculty member to provide a phone number where he/she can be reached on the given day. The immediate supervisor in each division will not be responsible for failing to reach faculty members who are not home if they have not provided an alternate number.
7. The College agrees to employ candidates in sequence so far as possible. However, any grievance over the College's failure to employ a candidate in order of ranking may be processed only through Level Three of the grievance procedure.
8. Exception to Part-time Preference Point System: The following exceptions to the preference points system will apply to Part-time Status faculty members who are not adjunct:
 - a. If the immediate supervisor wishes to bypass the preference point system for the assignment of a Part-time faculty member for a particular semester or session, he or she must consult with the appropriate faculty representative(s) or committee.
 - b. If the immediate supervisor determines not to make such assignment(s) following this consultation, the individual Part-time faculty member and the MCCEA will be given prompt notification.
 - c. If the Union or Part-time Status faculty member disagrees with the decision of the immediate supervisor, an appeal may be made to the appropriate Vice President. For purposes of this appeal, the Vice President may designate the senior Human Resources manager. The decision at this level regarding such assignment(s) will be final.
9. The College will provide an orientation program for Part-time Status faculty near the beginning of each semester. The orientation will include information on benefits,

procedures, services, and instructional resources. All Part-time Status instructors who are not adjunct will be invited to the orientation. Those Part-time instructors attending for the first time will be paid at the rate specified in Article X.I.5.

10. Part-time Status faculty who are adjunct will receive tentative assignments at least two weeks prior to the first class day of a semester or one (1) week prior to the first class day of a Spring/Summer session. Should any adjunct faculty member have a tentative assignment canceled, the College will make every effort to provide another assignment with an equivalent number of contact hours for which he/she is qualified. The new assignment will be made as follows: The adjunct faculty member must take the first course that fits his/her schedule starting with any unassigned course(s) followed by the course(s) assigned to the newest Part-time faculty and moving up the Part-time preference list. Only Part-time Status faculty who are not adjunct may be bumped. Preference points will be given to any adjunct faculty who is unable to secure a make-up class and to any Part-time faculty who is bumped by an adjunct faculty. If a question arises over qualifications, it will be referred to the discipline Part-time committee, which will make a determination in the matter.

D. Transfers

1. Transfers will be made only in the area of the faculty member's competence. Each faculty member's preference will be honored whenever possible. Transfers and changes of assignment will be on a voluntary basis whenever possible.
2. Voluntary Transfers: Voluntary transfers will conform to the provisions of Paragraph A of this Article except as provided in Article IX.G.2.
3. Involuntary Transfers: If a question of qualifications of a faculty member arises, the Committee, as defined in Article I.B.5, will make the determination. In the event of a tie, the faculty member will be transferred, on a trial basis, for one semester or one academic year.

- E. Job Descriptions: Any official faculty job description will be developed by the immediate supervisor in consultation with appropriate faculty and the MCCEA. The job description will be forwarded for review and approval through the appropriate line of reporting to the President, and will include a technical review by the College's senior Human Resources manager.

ARTICLE XII
Sick & Emergency Time

A. Accrual of Sick & Emergency Time

1. At the beginning of the academic year, ten (10) Sick & Emergency days will be credited to each Continuing Full-time and Probationary Status faculty member.
2. No accrual will be earned by Continuing Full-time and Probationary Status faculty during the Spring and Summer sessions; Part-time Status faculty accrue time if teaching during the Spring or Summer sessions using the formula in section K of this Article.

B. In the event that the service of any faculty member is interrupted by reason of discharge, termination, suspension or leave, and said faculty member has utilized more Sick & Emergency hours than have been accumulated, the value of the excess time used will be deducted from the last paycheck due to the faculty member at the time of interruption.

C. Full-time faculty members' Sick & Emergency banks may accumulate to a maximum of two hundred (200) days.

1. No faculty member will forfeit accumulated Sick & Emergency time during approved leaves of absence.
2. No faculty member will accumulate Sick & Emergency time during any leave of absence granted under this Article or Article XIII, except as otherwise provided in said Article XIII. Sick & Emergency time accumulated prior to a leave will be credited upon return.
3. Sick & Emergency hours will accrue only to faculty members in Probationary and Continuing Full-time Status as defined in Article IX.B.1 and 2 except as provided in Section K of this Article.
4. All accumulated Sick & Emergency hours will terminate on the date a faculty member retires and is paid terminal leave or ceases to be an employee of the College.

D. Annual and accumulated Sick & Emergency days will be used either for personal illness or emergencies, as defined below, provided that a faculty member will not be eligible to use such days while on a leave of absence under Article XIII. All faculty members other than first-year faculty members will be credited with and be entitled to use their accumulated Sick & Emergency allowances as of the first day of their employment year even though they have not been able to report for duty on that day, provided that:

1. The faculty member notifies his/her immediate supervisor that he/she will be unable to report because of personal illness, or death or serious illness in his/her immediate family, and,

2. Upon returning to his/her duties the faculty member complies with all of the requirements of this Article.
 3. If a first-year faculty member takes any Sick & Emergency time during the first week of classes, the College will deduct the appropriate amount from his/her first paycheck; however, upon completion of a semester's obligations, he/she will be reimbursed for those days.
- E. Illness or disability related to pregnancy and/or childbirth will entitle the faculty member to use Sick & Emergency time in the same manner and to the same extent as any other illness or disability under the terms of this Article, provided that her physician states in writing she is ill or disabled.
- F. The College may request a doctor's certificate from a faculty member who uses illness as a reason for absence. Upon a faculty member's return to work after illness of more than five (5) working days duration, a statement may be requested from a doctor certifying that the employee is capable of returning to work. In cases where a faculty member frequently claims extended personal illness, a medical examination in accordance with established policy may be required by the College.
- G. Conditions for the use of Sick & Emergency Time:
1. Absence due to the death of a member of the immediate family will be granted for a period not to exceed five (5) working days. Immediate family will mean: husband, wife, father, mother, step-parent, brother, step-brother, sister, step-sister, son, daughter, step-child, foster child, grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, first cousin, and next of kin in the event the employee has no living immediate family.
 2. Absences of faculty members due to the serious illness of any person listed in Paragraph 1 above will be granted for a period not to exceed five (5) working days. In case of quarantine the time allotted will be for the duration of the quarantine or for the accumulated Sick & Emergency days, whichever is the shorter period of time.
 3. When serious illness of a member of the family is immediately followed by death, the leave provided in Paragraph 2 above may be extended upon written recommendation of the immediate supervisor provided that the total thereof will not exceed eight (8) working days.
 4. Part-time Status faculty may use Sick & Emergency time for personal business purposes provided they follow the provisions of subsections 2, 3, and 4 of Section D of Article XIII.
- H. A *Departmental Approval and Data Entry form* (available in the HR section of the website) will be completed by the faculty member and submitted to the faculty member's immediate supervisor upon return to his/her duties after an emergency absence. The completed form will contain all pertinent information relating to the absence.

I. Donations of Sick & Emergency Time: Any full-time faculty member may transfer a portion of his/her Sick & Emergency days to a full-time faculty member who:

- 1) is absent due to his/her own personal illness or injury; and,
- 2) has exhausted his/her accumulated Sick & Emergency days.

Any transfer of Sick & Emergency time must be in writing, used only to cover the waiting period before disability payments begin, and the number of days received may not exceed the amount necessary to qualify for benefits under Article XV.D. To initiate the donation process, the absent employee or his/her designee must contact Human Resources and make the donation request. Human resources will calculate the approximate number of hours needed, based on information provided by the employee, to fulfill the elimination period for long-term disability. Human Resources will forward the number of hours needed to the Union President. The Union President will request donations from unit members who are full-time. Employees willing to make donations must notify Human Resources, in writing, of the number of hours they are willing to donate to the requesting full-time employee. Once the requesting employee has either returned to work or fulfilled the elimination period, Human Resources will transfer the appropriate number of hours between the donor(s) and the requesting employee.

- J. Any faculty member who is absent because of a work-related injury or illness (other than an assault covered in Article XVI.C of this Agreement) will be permitted to use accumulated Sick & Emergency hours to supplement the difference between the amount received under Workers' Compensation and his/her base salary.
- K. Faculty members hired to teach less than full-time but more than three-fifths (3/5) time will be allowed three-fifths (3/5) the normal Sick & Emergency allowance provided above. Faculty members hired to teach three-fifths (3/5) time or less will be allowed one (1) hour of Sick & Emergency time per weekly contact hour being taught. Sick & Emergency time for Part-time Status faculty will accumulate to a maximum of fifty (50) hours.
- L. Full-time and Part-time Status faculty may use accumulated Sick & Emergency time if teaching during the Spring or Summer sessions. Use of accumulated time is subject to the same conditions as utilization during the regular academic year.
- M. A full-time faculty member with ten (10) or more years of service who has exhausted all Sick & Emergency time and is absent from work due to situations described in Section G,.1 and 2 above may receive a donation of up to six (6) days per academic year.

N. Deduction of Sick Time

Full-time Faculty

1. If a faculty member is absent for the entire day that he/she is scheduled to work, eight (8) hours is deducted from his/her sick bank. As Full-time employees, eight (8) hours are deducted regardless of the number of hours the employee was scheduled to work.
2. If a faculty member is absent for a portion of their scheduled work day, the deduction will be for the portion of their schedule that is unfulfilled.
 - a. Example 1: If a faculty member is scheduled to work seven (7) hours in a single day and they only work four (4) of the seven (7) hours, the deduction will be for three (3) hours.
 - b. Example 2: A faculty member is absent in the morning when he/she has a three (3) hour class and one (1) office hour, but is able to teach his/her evening class of two (2) hours. In this case, the deduction would be for four (4) hours of time (the three (3) class hours and one (1) office hour missed).
3. This standard applies to all assignments.
4. If a faculty member is absent an entire week, their sick bank is charged forty (40) hours.
5. The rules above also apply for faculty absences during the Spring and Summer sessions.
6. If an employee is absent and has no sick time available or has an insufficient amount of sick time to cover the absence, their pay will be docked the appropriate number of hours.

Part-time Status Faculty (Applicable to use for sick, emergency, and personal business)

1. If a Part-time Status faculty member is absent for the entire day he/she is scheduled to work, then the number of hours that he/she was scheduled to work are deducted from his/her accumulated sick and emergency leave.
 - a. Example: If a Part-time Status faculty member is scheduled to work five (5) hours in a single day and he/she is absent for the entire day, then his/her accumulated sick and emergency leave is deducted for five (5) hours.
2. If a Part-time Status faculty member only works a portion of a scheduled work day, then the number of hours he/she was absent will be deducted from his/her accumulated sick and emergency leave.
 - a. Example 1: A Part-time Status faculty member is scheduled to five (5) hours in a single day and he/she only worked three (3) hours. His/her accumulated sick and emergency leave is deducted for the remaining two (2) hours not worked.

- b. Example 2: A Part-time Status faculty member is absent in the morning when he/she has a three (3) hour class and one (1) office hour, but is able to teach his/her evening class of two (2) hours. In this case, four (4) hours are deducted from her accumulated sick and emergency leave (the three (3) class hours and one (1) office hour missed).
- 3. This standard applies to all assignments.
- 4. If an employee is absent and has no sick time available or has an insufficient amount of sick time to cover the absence, their pay will be docked the appropriate number of hours.
- 5. The same rules apply for Part-time Status faculty absences during the Spring and Summer sessions that apply during the Fall and Winter semesters.

ARTICLE XIII
Leaves of Absence

- A. Voluntary and Involuntary Leaves: The College, upon written request of the faculty member, may grant a leave of absence for a period not to exceed one (1) year, without pay, subject to renewal at the will of the College, provided that without request leave of absence because of physical or mental disability may be granted by the College for a period not to exceed one (1) year; provided further, that any faculty member so placed on leave of absence will have a right to a hearing on such unrequested leave of absence which such hearing will be conducted at Level Three of the grievance process.
- B. Extended Illness: Any faculty member on Continuing Full-time Status whose personal illness extends beyond the period compensated under Article XII will be granted a leave of absence without pay for the duration of such illness, but not to exceed three (3) years.
- C. No approved leave of absence will serve to terminate the rights of a faculty member to a Continuing Full-time Status acquired prior to the granting of such leave of absence.
- D. Personal Business Hours
1. Two (2) days of paid Personal Business time per academic year will be granted annually to all full-time faculty members. Any Personal Business hours unused at the end of the academic year will be transferred to the employee's Sick & Emergency bank. Faculty members hired to teach less than full-time but more than three-fifths (3/5) time will be granted one (1) day of paid Personal Business time. Substitute or Part-time Status employees will not be eligible for any paid Personal Business time.
 2. It is agreed that paid Personal Business time is provided for legitimate business, professional, and family obligations of a faculty member which cannot be met outside of his/her regular scheduled teaching assignment. Typical of these obligations, although not all-inclusive are: court appearances, scheduled medical examinations, dental appointments, religious holidays, college graduation exercises, honors convocations honoring the faculty member or members of his/her immediate family, and real estate transactions.
 3. Requests for paid personal time will, except in emergencies, be made to the immediate supervisor at least three (3) working days prior to the date of such leave on a *Departmental Approval and Data Entry form*, which is available in the HR section of the website.
 4. If the request for personal time is consistent with the purposes of this Section, it will automatically be granted. Faculty members taking paid personal time for reasons other than specifically set forth herein, and not within the spirit of this Article, will be subject to discipline.

- E. Religious Holiday Leave: Three (3) days leave of absence without pay will be granted to faculty members who wish to observe traditional and customary holidays.
- F. Jury Duty and Court Service
1. When a faculty member is called for jury service, he/she will give his/her immediate supervisor notice, and he/she will be given leave with pay. Any juror's fees received by the faculty member will be paid to the College.
 2. When a faculty member is subpoenaed to serve as a witness in a court action involving the College or arising out of his/her employment, he/she will be given a leave of absence with pay for the time required for such court appearance.
 3. Any witness fees, except expert witness fees, resulting from court service will be paid to the College.
- G. Child Care Leave: A faculty member may request a childcare leave of absence without pay. Such leave will be granted for a period of up to eighteen (18) months, but will not include more than two (2) complete semesters. The faculty member will declare his/her intended return date at the commencement of the leave. Such return will be at the beginning of a semester or session. Any deviation from the declared return date must have the approval of the appropriate Vice President. Nothing in this section replaces or invalidates a faculty member's rights under the Family Medical Leave Act, as outlined in the College's policy and procedure.
- H. Military Leave: Leave for extended military service will be granted in accordance with the requirements of state and federal law. Whenever a faculty member who is a member of the Uniformed Services is called to active service during his/her contractual year, he/she will be paid the difference between his/her regular salary and his/her Uniformed Services base pay allowance for such active service, if such allowance be less than he/she would receive for a comparable time worked for the College, provided that the total period of such service does not exceed two (2) calendar weeks in any single calendar year. Before such payment will be made, the faculty member will file in the Human Resources Office a letter from his/her commanding officer stating the period of active duty and the allowance by the Uniformed Services authority for such service.
- I. Sabbatical Leave
1. Sabbatical leaves for study and/or research will be granted to two percent (2%) of the members of the bargaining unit as calculated at the beginning of the first semester of each academic year up to a maximum of five (5) faculty members. If fewer than the maximum are granted, the excess or unused sabbaticals will be forfeited.
 2. Sabbatical leaves are granted for the following purposes: study or research related to one's teaching responsibility and study or research related to a matter of concern to the College and/or the community.
 3. Eligibility: Any faculty member will be eligible for sabbatical leave provided that:

- a. He/she has completed seven (7) equated years of service in the College within ten (10) consecutive years, and
 - b. He/she is employed by the College or on study leave at the time when notice of intent to apply is given, and
 - c. He/she has not been granted a sabbatical leave during the previous seven (7) years.
4. Sabbatical Review Board: A Sabbatical Review Board will be established which will consist of the Vice President of Academic Affairs and two (2) Deans appointed by the President and three (3) faculty members appointed by the MCCEA. The Sabbatical Review Board will review all applications and will on or before February 15 submit a ranked list of applicants indicating the Review Board's recommendations for granting sabbatical leaves and alternates in case of cancellations to the President. The President will notify the successful applicants of his/her recommendations by March 1. Successful applicants must acknowledge their willingness to accept their leave by March 8.

Failure to notify the President will void the application. In determining who will be recommended for sabbatical leave, the Review Board will consider the following and such other factors as the Review Board deems pertinent.

- a. The quality of the application and the value of the course of study to the College.
 - b. The contributions of the applicant to the College.
 - c. The length of uninterrupted service to the College.
5. Application Date: To be considered for sabbatical leave, a faculty member must submit in writing a notice of intent to apply for sabbatical leave to the Vice President of Academic Affairs no later than 5 p.m. on January 15 of the academic year immediately preceding the academic year for which sabbatical leave is requested, and an application for sabbatical leave must be submitted in writing to the Vice President of Academic Affairs no later than 5 p.m. on February 1 of such year. Should January 15 or February 1 fall on a weekend or holiday when the College is closed, these deadlines shall be moved forward to 5 p.m. on the first weekday when the College is not closed following January 15 or February 1.

Such application will clearly state the purposes for which the leave is being requested, the precise period of time for which the leave is requested, the qualifications of the applicant to receive such a leave, and such other information as may be required by this leave provision. The Sabbatical Review Board may request additional information from any candidate for a sabbatical leave. If in the opinion of the Review Board the applicant still does not meet the criteria for awarding a sabbatical leave, the Sabbatical Review Board may by majority vote reject such applicants.

6. Duration and Pay: A sabbatical leave may be granted for one semester at full pay or one (1) academic year, or the last semester of an academic year and the first semester of the

following academic year, at half pay. A sabbatical leave may also be granted to a faculty member who teaches one half (1/2) of his/her regular standard load in each semester of his/her sabbatical leave for a full academic year or the last semester of an academic year and the first semester of the following academic year, at full pay, except that the College may limit it to one sabbatical leave allowed. Insurance benefits will continue for faculty members while on sabbatical leave.

7. Return from Leave: Each faculty member who is granted sabbatical leave will be required to execute an agreement which will provide that he/she return to the College upon termination of his/her leave and that he/she will remain on the faculty for a period of two (2) semesters, and that failing to do so, he/she will reimburse the College for all salary and insurance premiums paid to or for the benefit of such faculty member while on sabbatical leave.
 8. A written report summarizing the faculty member's activities pursuant to his/her stated purposes will be submitted to the appropriate Vice President within sixty (60) calendar days of the faculty member's return to his/her official duties.
 9. Each year funds equal to fifty percent (50%) of the Ph.D. maximum salary will be budgeted by the Vice President of Academic Affairs to be used for graduate study tuition or other professional development activities for faculty members.
 - a. The Sabbatical Review Board will set criteria for eligibility for use of these funds.
 - b. Applications for grants will be processed and be approved by the Sabbatical Review Board.
- J. Retraining Leave: The College may grant, upon application, leaves of absence without pay not to exceed one (1) year for study; except that the College, upon request, may extend such leave annually for up to a limit of three (3) years for a plan of study approved by the College. Decision by the College in granting or renewing such leave is final.
1. Retraining leaves are granted to a pink-slipped faculty member to allow them to prepare to shift their teaching responsibilities into a different subject matter.
 2. The College may offer retraining leave to any pink-slipped faculty member, and will offer retraining leave to any pink-slipped faculty member on Continuing Full-time status. Within thirty (30) calendar days of receiving a pink slip, the pink-slipped faculty member may agree to retrain by filing a statement of his/her intent to retrain with the Administrative/Faculty Committee (as defined in Article I.B.5). Within thirty (30) calendar days after filing this statement, the pink-slipped faculty member will file a plan of study subject to approval by the Committee in consultation with the immediate supervisor or coordinator for the area in which the faculty member is retraining. The period of time granted for retraining will be two (2) semesters; unpaid extensions may be granted upon application to the Administrative/Faculty Committee. The College will pay the faculty member one-half (1/2) of his/her contractual salary while he/she is retraining and maintain his/her insurance and retirement benefits. The College will transfer retrained faculty to fill

positions for which they have qualified themselves as provided for in Article IX.G.2. Such rehiring will not result in the loss of seniority.

3. A pink-slipped faculty member will be one who is laid off per any part of Article IX.G.
 4. In any year after retraining leave(s) is/are taken, the number of sabbatical leaves will be reduced by fifty percent (50%) of the number of actual retraining leaves used. In the event that an odd number of Retraining Leaves are used, the number of sabbatical leaves will be reduced by fifty percent (50%) plus one (1).
- K. Professional Conferences: The College will encourage faculty members to attend professional meetings and conferences without loss of pay. The College will provide funds for expenses incurred by faculty members attending authorized professional meetings.
1. The College will establish and maintain a travel and conference fund using as a budget guideline an amount of at least .0055 of the MA+00 salary per equated full-time faculty member, said funds to be allocated among the divisions according to the number of full-time equated faculty members in each division.
 2. The funds within the division will be used in accordance with divisional conference travel policies established under Article X.Q.2.a.1). The following will serve as a guide for the use of said funds:
 - a. The meeting or visit necessitating funds will be directly related to the work of the faculty member.
 - b. The division faculty members will devise an equitable method by which the use of these funds for professional conferences will be determined.
 3. The amount reimbursed to the individual faculty member will be determined by the expenses incurred in approved travel and applicable College travel and expense policies.
 4. Use of these funds will be limited to faculty members only.
 5. The faculty member who anticipates a professional absence must complete a *Travel Request & Expense form* (available in the Accounting section of the website) which will be submitted in accordance with his/her divisional policies for processing and recommendation at least five (5) working days before said absence. Failure to obtain authorization for absence may result in loss of pay for the period of absence.
 6. The faculty member who is to be absent will be responsible for making advance arrangements for his/her classes. The immediate supervisor must give approval to the arrangement made.
 7. Advance reimbursement for travel funds approved will be granted upon request of the faculty member.

L. Detached Service Leave: The College may grant detached service leave with another school system, educational institution, or official governmental agency. Detached service leave with a private employer may be granted when circumstances warrant. A faculty member who is on Continuing Full-time Status and who is granted detached service leave will not forfeit his/her right to Continuing Full-time Status.

M. Catastrophe Leave

1. When a natural catastrophe occurs, one (1) day's leave per occurrence may be granted without loss of pay, provided the employee notifies his/her supervisor that he/she will be unable to report to work due to the natural catastrophe. The meaning of "natural catastrophe" will be limited to those conditions commonly termed "acts of God."
2. When a faculty member claims emergency leave by reason of a natural catastrophe, he/she will present his/her claim to his/her immediate supervisor, and the decision as to whether such leave will be granted will be final and not subject to the grievance procedure.
3. Any such leaves granted will be deducted from the faculty member's accumulated Sick & Emergency time.

N. Miscellaneous

1. Any faculty member on a paid leave of absence, unpaid leave of thirty (30) working days or less, or long-term disability will retain all credits toward sabbatical leave, seniority, terminal leave payments, and salary increments earned prior to the leave and will continue to accrue such credits while on the leave. The faculty member will also receive the annual Sick & Emergency accrual. For the period prior to the Fall semester of 1970, all unpaid leave will count toward seniority.
2. A faculty member returning from a leave of absence will return to the position he/she left. If the position is no longer in existence, he/she will have first choice of available positions for which he/she is qualified.
3. A faculty member on leave for one (1) semester or more will notify the Office of the Vice President of Academic Affairs in writing not less than sixty (60) calendar days prior to the expiration of such leave whether he/she will return to employment. A faculty member not conforming to this requirement may have his/her employment terminated.

ARTICLE XIV
Terminal Leave

- A. Full-time faculty members who meet the requirements for a regular, early or deferred retirement under the policies of MPSERS are eligible to receive a terminal leave payment up to a maximum of thirty percent (30%) of their base pay in effect at the time of retirement. The terminal leave payment has two components:
 - 1. A service payment of 0.75% of base salary at time of retirement for each year of service to the College. Payment for the service component cannot exceed thirty (30) years or a total of twenty-three percent (23%) of base pay, whichever is higher.
 - 2. Payment for each day of accumulated Sick & Emergency time at fifty percent (50%) of the hourly substitute rate in effect at retirement. For example, if the substitute rate is \$44.25, the retiring faculty member would receive fifty percent (50%) of \$44.25 or \$22.13 for each day of accumulated Sick & Emergency time.
- B. The combined total of payments for service and sick leave cannot exceed thirty percent (30%) of the retiring employee's base pay in effect at the time of retirement.
- C. The service payment will only be paid for years of full-time service to the College.
- D. In the event of death, terminal leave will be paid to the estate/heirs of the faculty member who has met the eligibility requirements for terminal leave.
- E. For purposes of terminal leave, the school year is defined as beginning on September 1st of any given year and ending August 31st of the following year. Faculty may elect to retire at the end of any academic semester.
- F. Emeritus Professor Title
 - 1. Eligibility: Faculty who retire from the College after twenty-five (25) consecutive years of service as a full-time employee described in Section A of Article I of this Agreement are eligible to be honored with the title of Emeritus Professor subject to the process described below. It is the intent of the College and the Union to award the Emeritus title to those few long-serving full-time faculty whose performance and contribution to the College are mutually recognized by Management and the Union to be most outstanding over a sustained period of time.
 - 2. Committee and Selection Criteria: A committee composed of two faculty selected by the Union and two Management representatives will review nominations for consideration of Emeritus title. Nominations must originate from a full-time faculty member with the approval of the retiring faculty member. Nominations must be approved by either the nominated employee's immediate supervisor or Vice President. Faculty will be awarded the Emeritus Professor title only upon the majority approval of all four committee members. In decided which faculty will be awarded the Emeritus title, the committee will

consider factors consistent with the purpose of the honor (see section 1 above) including, but not limited to, the following:

- a. Demonstrated student-centered approach both in and/or outside the classroom
- b. Record of strong participation in college-wide activities, including but not limited to committee participation
- c. Contribution to curriculum development
- d. Interpersonal effectiveness in working with faculty, staff, and administration
- e. Excellent performance record

G. Post-Retirement Benefits: The following benefits are provided to full-time faculty who retire from the College after ten (10) or more years of full-time service and who meet the requirements for a regular or deferred retirement of the plan in which they are enrolled.

1. Maintain an account on the College's computer system for nine (9) months after his/her last teaching assignment. Upon written request by the retired faculty member, the accounts contents will be transferred and stored by the College and a copy of the storage media will be provided to the retiree for the cost of storage.
2. Use of Faculty/Staff parking ramp.
3. Free course tuition for credit and non-credit courses at the College (with provisions for waiver identical to active employees.)
4. Use of the Mott library.
5. Inclusion on mailing lists related to activities at the College if requested by the retiree.
6. Free course tuition for credit and non-credit courses at the College (with provisions for waiver identical to active employees) for dependents (as defined by the Internal Revenue Service).

H. The benefits described above will also be provided to disabled faculty (and their eligible dependents as defined by the IRS in the case of Mott tuition) who have given the College the equivalent of five (5) years of full-time service and who have been on an extended medical leave for a minimum of three years. The provisions for tuition waiver will be identical to the terms applicable to active employees.

I. Free course tuition for credit and non-credit courses at the College (with provisions for waiver identical to active employees) will be provided to the eligible dependents as defined by the IRS of full-time faculty who die while employed, provided the deceased full-time faculty member had ten (10) or more years of full-time service and met the requirements for a regular or deferred retirement of the plan in which they are enrolled.

- J. Faculty who retire from the College after the equivalent of ten (10) years of full-time service and who meet the requirements for a regular or deferred retirement of the plan in which they are enrolled will be eligible to teach part-time in retirement as a part-time status (adjunct) employee provided they have no documented performance coaching or discipline on file in Human Resources during their last five years of full-time employment. Such eligible faculty may teach at the adjunct pay rate (as indicated on the Part-time schedule) at no more than ten (10) hours per semester with an average of no more than three-fifths ($3/5$) of a full load or less per academic year.

ARTICLE XV
Insurance Protection

- A. Life Insurance for Full-time Faculty: The College will provide, without cost to the full-time faculty member, group life insurance protection which will pay to the faculty member's designated beneficiary the sum of fifty thousand dollars (\$50,000) upon death. In the event of accidental death, the sum of one-hundred thousand dollars (\$100,000) will be paid to the beneficiary.
- B. Health Insurance for Full-time Faculty: Full-time faculty may elect to enroll in the MESSA PPO. Effective with premiums beginning July 1, 2011 and through June 30, 2012, the faculty member electing PPO coverage will pay the difference between the MESSA premium and the College's net cost of health insurance for the preceding year (July 1, 2010 through June 30, 2011) for single (\$7,789.90 annually), couple (\$17,498.32 annually), and family coverage (\$19,331.22). Effective with premiums beginning July 1, 2012, the faculty member electing PPO coverage will pay the difference between the MESSA premium and the College's net cost of health insurance cited above or the amount required by State law, whichever is greater. The amount paid by the employee will not exceed the employee portion designated by the law. Beginning July 1, 2012, bargaining unit members will pay the same percentage of premium, if any, that is legally required of other Mott employee groups. The Union may elect to modify the MESSA PPO plan in a manner which reduces the premium but no credit will be paid to employees electing the MESSA PPO in the event the MESSA premium is less than the figures cited above. The employee portion of a premium will be paid by a deduction from each regular bi-weekly pay check. Full-time faculty who select the MESSA health insurance program will have his/her life insurance as provided in Section A above reduced by a like amount included with the health insurance program. At age 70, the employee and dependent eligible for Medicare are required to enroll in Medicare in order to qualify for the MESSA Medicare supplemental coverage which the College will provide at no expense to the employee during the period of continued employment.
- C. The College will provide, without cost to the faculty member, a long-term disability plan to age seventy (70) in accordance with government rules on age discrimination, at sixty-six and two-thirds percent (66 2/3%) of salary for sickness or accident with a ninety (90) calendar day waiting period and pre-existing conditions waiver. Mental/nervous conditions, alcoholism/drug abuse will be treated the same as any other illness. The amount of reduction in long-term disability benefits resulting from Social Security payments will be calculated when long-term disability benefits begin and then, for the purposes of the plan, the amount of such Social Security benefits will be "frozen." Any later legislative changes increasing Social Security Old Age, Survivors, and Disability Insurance benefits will not be used to further reduce the long-term disability benefits. Any sick days remaining after the waiting period will be retained by the faculty member for use upon return to work and for the determination of terminal leave payments if qualified.
- D. In the event of disability as defined in the long-term disability contract, the College will provide the coverage described in Sections A and B above during the period of long-term disability, but

not exceeding three (3) years from the inception of the disability. Faculty must continue to pay the employee portion of premium during their period of disability.

- F. Each faculty member who contracts to work less than full-time but more than three-fifths (3/5) time as defined in Article X.B.2 is entitled to receive fringe benefits equal to three-fifths (3/5) of those set forth in Sections A-E above. Faculty members working three-fifths (3/5) time or less and substitute faculty members are not entitled to benefits under this Article, except as provided in Section K below.
- G. Dental Insurance for Full-time Faculty: Full-time faculty may elect dental coverage through the College's plan for themselves and eligible dependents. The premium for such insurance is fully paid by the College.
- H. Vision Coverage for Full-time Faculty: Full-time faculty may elect vision insurance provided in the MESSA/VSP-3 Plan for themselves and eligible dependents. The premium for such insurance is paid by the College.
- I. The College will provide, without cost to the faculty member, liability insurance in the amount of up to five hundred thousand dollars (\$500,000) for each faculty member.
- J. Additional details about the benefits listed in this Article can be found in the Benefits Summary and in the Summary Plan Description for FlexSave available in the HR section of the website; and in the Plan Coverage Booklets, Benefit Guide or Benefit Booklet provided by the Insurer or Third Party Administrator.
- K. Part-time Status faculty may elect to participate in the MESSA PPO program offered to full-time faculty. The employee portion of premium is paid by payroll deduction. The portion of premium paid by the Part-time status faculty member is composed of two parts, as follows.

Part A: Part-time Status faculty who elect MESSA coverage must pay the difference between the MESSA premium and the premium cost cited in Section B above in effect at July 1, 2010 (for single coverage \$7,789.90 annually; for couple coverage \$17,498.32 annually; for family coverage \$19,331.22 annually).

Part B: In addition to the Part A payment, the employee electing MESSA health coverage will pay that portion of the remaining or net insurance premium (gross premium less Part A payment) which is not paid by the College. The College will pay that portion of the net or remaining premium that is equal to the percent of full-time load worked by the employee during an academic semester or Spring/Summer session. The balance of the premium will be paid by the employee. For example, the Part B portion of premium for a part-time faculty member teaching three hours in a discipline with a full-time load of twelve hours is seventy-five percent (75%) of the premium remaining or net after payment of the amount calculated in Part A.

When calculating Part B for spring/Summer only, contact hours worked are doubled when determining portion of insurance premium to be paid by the College and employee. For example, in Fall or Winter, the Part B portion for a Part-time faculty member teaching six hours

in a discipline with a full-time load of twelve hours would be fifty percent of the remaining or net premium, with the other half being paid by the College. In Spring/Summer, the Part B portion for a Part-time faculty member teaching three hours in a discipline with a full-time load of twelve hours would be fifty percent of the remaining or net premium, with the other half being paid by the College.

During negotiations for this Agreement, the College and Union acknowledged that the formula above would satisfy the maximum 80 percent payment by the College which was being considered by the State legislature.

- L. Part-time Status faculty who elect to participate in the College's health insurance program may also elect to participate in the same dental program offered to full-time faculty and/or the vision reimbursement program offered by the College. If such election is made, the employee must pay a portion of the premium, which is calculated using Option A above.
- M. Effective with the Spring 2007 session, the College will offer an Insurance Bridge Program to Part-time Status faculty who teach during the Winter semester but are not scheduled to work for either Spring or Summer session or both Spring and Summer. The Insurance Bridge Program allows the employee to avoid paying the COBRA 2% admin fee when continuing their insurance (health, dental, vision if previously elected) by paying the full premium for elected coverage. If the Part-time Status faculty member does not return to work in the Fall semester, he/she will be terminated from the plan(s) and COBRA eligibility would begin at that point.
- N. Cash in Lieu of Hospitalization and Medical Insurance: Effective July 1, 2010, full-time bargaining unit members may elect to waive health insurance coverage and receive three hundred (\$300) dollars per month for every month they are eligible for health insurance. The monthly payment is taxable income. The employee may elect to apply the payment toward one or both of the deferred compensation programs offered by the College (403b, 457). To be eligible for cash payment, employees must sign a document stating that they have other health insurance coverage and indemnifying the College from any liability in connection with medical costs. No other bargaining unit member is eligible for this benefit. Note that this provision expires August 23, 2014.
- O. Flexible Spending Accounts: Faculty are eligible to participate in the College's Flexible Spending Accounts. The Medical Spending Account enables employees to use pretax earnings up to \$3,000 annually to pay for eligible health expenses (as defined by the IRS) which are not covered by another source. The Dependent Care Spending Account enables employees to use pretax earnings (up to \$5,000 annually) to pay for dependent care expenses as defined by the IRS.

ARTICLE XVI
Protection of Faculty Members

- A. The College hereby assures faculty members that it will put its full support behind the procedures and policies contained in this Article. The College and the faculty members recognize a mutual responsibility for the enforcement of such policies. It is also agreed that such policies will be enforced fairly and consistently without favoritism due to age, sex, race, marital status, height, weight, religion, color, national origin, sexual orientation, or disability unrelated to the person's ability to do his/her job. It is recognized and agreed that there is a continuing need to review faculty protection policies and procedures and, to this end, the parties may utilize the procedure contained in Article VII.D for ongoing study and review of such policies.
- B. Any case of assault on a faculty member will be promptly reported to the College. The College will render all reasonable assistance to the faculty member (excluding legal counsel) in connection with the handling of the incident by law enforcement and judicial authorities.
- C. In the case of an assault by a student on a faculty member causing injury for which workers' compensation is paid, the College will pay the difference between workers' compensation and the faculty member's regular salary for the period of disability, not to exceed three (3) years or the term of employment, whichever is the shorter period of time.
- D. The College will provide at least one (1) security person at the College when classes and counseling or advising sessions are officially scheduled.
- E. Student Complaints
1. The student complaint procedure will not negate or supersede Article V.E (Academic Freedom-Grade Change provision).
 2. An MCCEA representative may accompany a faculty member at any step of the procedure.
 3. If the student complaint is entered into the faculty member's personnel record, the faculty member has recourse through the grievance procedure.
 4. Student Academic Complaint Procedure
 - a. Academic concerns must refer to actions of a faculty member done in performance of professional duties. Inappropriate and unprofessional conduct done in performance of professional duties unrelated to academic concerns is subject to progressive corrective discipline and will not be covered by the complaint procedure outlined in this Article. Information obtained during the academic complaint process may be incorporated into performance evaluation and utilized in determining whether to implement corrective/progressive discipline.

- b. If a student or parent of a minor student thinks he/she has an academic concern and wishes to formally pursue resolution of that concern, the following steps will be initiated within forty-five (45) calendar days of the cause of the concern.
- 1) The student contacts the faculty member regarding the concern.
 - 2) If the concern is not resolved in Step 1, the student may appeal the matter orally to the immediate supervisor. The immediate supervisor will then promptly inform the faculty member in writing of the continued existence of the concern and will assist the student and faculty member in attempting to resolve the concern. The immediate supervisor, or designee, will confer with the student and the faculty member, either separately or together, within ten (10) working days, if possible.
 - 3) If the student's academic concern is not resolved in Steps 1 and 2, and the student wishes to pursue the concern, the student must submit a complaint in writing to the appropriate Dean or designee within ten (10) working days, by completing the *Student Academic Complaint Form*, which must be signed. Upon receipt, a copy of the complaint will be forwarded to the faculty member.
 - 4) The Dean or designee will attempt to gather relevant information and discuss the matter with the faculty member. The Dean or designee will then make a decision on the matter and put it in writing by completing the *Student Academic Complaint Form* and giving it to both parties within fifteen (15) working days, if possible.
 - 5) Either party may appeal the written decision by asking within five (5) working days that the complaint be forwarded to the appropriate Vice President.
 - 6) The appropriate Vice President must evaluate the complaint within fifteen (15) working days. The Vice President will evaluate the complaint alone or may convene a Vice President's Hearing Panel consisting of two (2) faculty appointed by the MCCEA and two (2) students appointed by Student Congress. The Vice President will serve on and chair this panel. The evaluation will include a hearing with the faculty member, student, and/or witnesses. A student or faculty member's request to be heard and to request witnesses will be honored. A student advocate from the college may accompany the student. The faculty member and student will be notified of the hearing within five (5) working days of the hearing date.
 - 7) The appropriate Vice President will make a decision about the complaint and will inform the faculty member and student in writing of its disposition, which will terminate the appeals process.

F. Multiple Student Complaints

1. In the event that student academic complaints arising from three (3) separate incidents within one academic year are admitted to a faculty member's personnel file as a result of the student academic complaint procedure described above, the immediate supervisor will convene a committee consisting of three appropriate Continuing Full-time Status faculty of the division or program, whose membership on this committee will be subject to the approval of both the immediate supervisor and the affected faculty member. If a mutually acceptable committee cannot be formed, the three Continuing Full-time Status faculty of the division will be chosen by drawing lots among the appropriate Continuing Full-time Status faculty of the division.
2. The Committee will be apprised of the nature of the complaints submitted against the faculty member, but will not be permitted access to the faculty member's personnel file. The Committee will hear the faculty member's view of the complaints, and may appraise the faculty member's performance.
3. Appraisals may include classroom techniques and methods, course syllabi and objectives, systems and materials used to evaluate students, adherence to professional standards and codes of ethics, and relationships with peers and students.
4. The Committee's written report concerning the strengths and weaknesses of the faculty member's performance, together with any recommendations for improvement, will be transmitted to the faculty member by the immediate supervisor, who will arrange a meeting of the Committee and the faculty member to discuss the report and recommendations.
5. The purpose of the Committee's appraisal will be improvement of instruction, and the members of the Committee will hold all aspects of the appraisal in strictest confidence.

G. Student Equal Opportunity Complaint Procedure: Students who feel they have been subjected to discrimination or harassment based upon age, sex (including sexual harassment), race, marital status, height, weight, religion, color, national origin, sexual orientation, or disability unrelated to the person's ability to do his/her job should contact the designated Student Services manager within ten (10) working days of the act(s) of which the person complains.

H. Investigations of Alleged Sexual Misconduct

1. In the event a complaint is received against a faculty member alleging sexual misconduct, sexual harassment, or any criminal sexual misconduct, said complaint will immediately and confidentially be forwarded to an attorney selected by the College for investigation. It will be within the full discretion of the attorney to determine if the investigation will be conducted directly by the attorney or by his/her designated representative.
2. The attorney will, by a confidential written communication, notify the accused faculty member and the Association that a complaint has been received about the faculty member when the investigation reaches a point that dialog with the faculty member can be

productive. Earlier notice to the faculty member may occur depending on circumstances such as the nature of the allegation. When the preliminary investigation is complete, the faculty member will be notified in writing of the need to schedule an interview with the faculty member and College investigator(s)/representative(s); this written notice will advise the faculty member of his/her right to bring an Association representative to the meeting. The meeting will be conducted in a manner which is consistent with the terms of the bargaining Agreement. Except in extenuating circumstances, the meeting will be scheduled for a time within five (5) working days of the time the faculty member is first notified of the need for an interview.

3. At the investigatory meeting with the faculty member, the written complaint, date of complaint, and any other related documents will be offered to the faculty member. In the event the complaint is not in writing, the faculty member will be provided a written summation of the oral complaint. The faculty member may respond at the initial meeting or set a time, not more than five (5) working days later, for a meeting at which time he/she will respond. A faculty member will retain his/her right to remain silent and no penalty or discipline will be imposed due to his/her silence.
4. The attorney may interview the complainant, any alleged witnesses, and/or other persons at his/her discretion. However, the attorney will advise all persons involved in any manner in the investigation of the need to maintain confidentiality.
5. Throughout the investigatory process all information will be deemed confidential and protected by the attorney-client privilege, except as the information is shared with the accused and his/her Association representative.
6. No later than two years after the complaint was filed or at the conclusion of the investigation, whichever comes first, if disciplinary action is not taken, the entire investigatory file will be destroyed, and the employee so notified, but only if the complaint involves criminal sexual misconduct.
7. At the conclusion of the investigation, if the College determines there is just cause for a reprimand or any other discipline in keeping with the provisions of law and the collective bargaining Agreement, the applicable bargaining Agreement provisions will be followed.
8. This investigatory procedure will be deemed in addition to any protection the faculty member may have by contract and/or at law.

ARTICLE XVII
Discipline of Faculty Members

- A. Non-probationary faculty members will not be reprimanded, suspended with or without pay, demoted, discharged or otherwise disciplined without just cause. Just cause will include but not be limited to incompetence and/or violation of the terms of this Agreement.

- B. Discipline of faculty members will be subject to the grievance procedure provided that:
 - 1. Any meeting with a faculty member initiated by the College for the purpose of investigating possible cause for disciplinary action will be conducted by the faculty member's immediate supervisor or designee and the purpose of the meeting will be clearly stated at the outset. In the event person's other than the faculty member and the immediate supervisor or designee are to be present at such meeting, the faculty member will be given twenty-four (24) hours written notice, which will specifically inform the faculty member of his/her right to be accompanied by a representative of the MCCEA.
 - 2. Within ten (10) calendar days of the initial meeting called by the College to investigate possible cause for disciplinary action, the faculty member may request a hearing to respond.
 - 3. Within twenty (20) calendar days of the initial meeting, or within fifteen (15) calendar days of the faculty initiated hearing, notice of withdrawal of the charges or of any disciplinary action will be conveyed to the faculty member by his/her immediate supervisor or designee and will be signed by the appropriate agent of the College.
 - 4. As to Probationary Status faculty, the College may give such notices of unsatisfactory work and such other notices as will be required or permitted by law or this Agreement during the pendency of any grievance.
 - 5. The discharge of Probationary faculty members will not be subject to arbitration and may be appealed only as set forth in Article IX, Section E.2.

ARTICLE XVIII Grievance Procedure

A. Definitions

1. A grievance is a claim, by one (1) or more faculty members, or the MCCEA of an improper application or interpretation of this Agreement or personnel policy as established from time to time, specifying the part of this Agreement or personnel policy which is claimed to be violated and the specifics of such violation.
2. The term faculty member includes any individual or group of individuals within the bargaining unit herein before defined and covered by the Agreement.
3. The term days as used in this Article will mean calendar days during both the academic year and Spring/Summer session. For the purposes of this Article, the weekend will be considered a recess of two (2) days. During all recesses exceeding two (2) consecutive days the processing of grievances will be held in abeyance unless both parties agree to proceed.
4. In this Article, whenever the terms “immediate supervisor,” “Vice President,” and “College’s Appeal Committee” are used, they will include their designee acting in their absence.

B. Purpose: The purpose of the following grievance procedure will be to settle equitably, at the lowest possible administrative level, issues which may arise from time to time with respect to specific claims of improper application or interpretation of the terms of this Agreement or established personnel policy. Both parties agree that these proceedings will be kept as confidential as may be appropriate to each Level of the procedure.

C. Structure: Nothing herein contained will be construed to prevent any individual faculty member from presenting a grievance and having the grievance adjusted without the intervention of the MCCEA if the adjustment is not inconsistent with the terms of this Agreement and the MCCEA has been given an opportunity to be present at such adjustment.

1. Any faculty member may be represented at Level One and Level Two of this procedure by a representative of the MCCEA, provided that, if the representative at the Level One is not a member of the bargaining unit, the immediate supervisor or designee will receive prior notice that such a representative will be present at any Level One meeting.
2. The MCCEA Grievance Committee will consist of no more than four (4) persons selected by the MCCEA, who will represent the MCCEA at the Levels Two, Three and Four of this procedure with no loss in pay.
3. The College’s Appeal Committee at the Level Three will consist of management personnel designated by the President, which may include the President. The composition of the committee will vary depending on the nature of the grievance.

4. The faculty member(s) involved in a grievance has the right to be present at any Level in the grievance procedure.
 5. When practical, grievance conferences and arbitration hearings will be scheduled so as not to interfere with the class or work schedule of faculty members whose presence will be required. However, faculty members who must interrupt scheduled assignments to give testimony will not as a result suffer a loss of earnings. If a grievance is filed by a single faculty member, he/she will have the right to be present at any Level in the grievance procedure without loss in pay.
 6. Counsel will be permitted to attend and/or represent the MCCEA at any Level.
- D. Procedures: The number of days indicated at each Level below should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing by the authorized representatives of each party.
1. Level One – Immediate Supervisor
 - a. A faculty member with a grievance may initiate this procedure in one of the following ways:
 - 1) He/she may approach his/her immediate supervisor and discuss the matter in his/her own behalf, or
 - 2) He/she may request that a representative of the MCCEA accompany him/her in approaching his/her immediate supervisor. In such case, the immediate supervisor will not initiate any consultation with the grievant prior to any scheduled meeting at which a representative is to be present.
 - b. In the event that (1) or (2) are unsuccessful, or one of the parties to the grievance does not wish to use these steps, the faculty member may file a formal grievance in a form to be supplied by the MCCEA.

The form will be completed in triplicate, one (1) copy for the grievant, one (1) for the MCCEA and one (1) for the immediate supervisor. A formal grievance will be filed as soon as possible, but in no event longer than thirty (30) days after notice of the facts giving rise to the grievance came to the faculty member's attention.
 - c. Within seven (7) days of the filing of a formal grievance, a meeting will take place between the immediate supervisor, the grievant, and the MCCEA representative at a mutually agreed upon time. An answer to the grievance will be given in writing within five (5) days.

2. Level Two – Appropriate Vice President

- a. In the event the grievance is not satisfactorily resolved at Level One, the Grievance Committee will determine whether it believes the grievance has merit. Within five (5) days of receipt of the answer at Level One, it will notify the appropriate Vice President whether it intends to process the grievance any further.
- b. If the MCCEA gives notice that it desires to proceed with the grievance, a meeting will be held between representatives of the MCCEA and the appropriate Vice President within seven (7) days of such notice and a written answer will be given within five (5) days thereafter.

3. Level Three – College’s Appeal Committee (as defined in Section C.3)

If the grievance is not settled at Level Two, the MCCEA may, within five (5) days after said decision, notify the Chairperson of the College’s Appeal Committee that it intends to appeal the grievance, stating the grounds for such appeal. The Chairperson of the College’s Appeal Committee will, within seven (7) days after receipt thereof, convene a Level Three meeting between the Grievance Committee and the College’s Appeal Committee, and a written decision, on or attached to the grievance, will be rendered by the College’s Appeal Committee within five (5) days thereafter and will be delivered to the MCCEA.

4. Level Four – Arbitration

- a. Within seven (7) days of receipt of the answer at Level Three, the MCCEA may by notice request that the matter be submitted to arbitration.
- b. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within seven (7) days after notice is given, he/she will be selected by the American Arbitration Association in accordance with its rules which will likewise govern the arbitration hearing. Any grievance not appealed to the American Arbitration Association by the MCCEA within thirty (30) calendar days will be considered settled on the basis of the last disposition of management. The arbitrator will have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator will render his/her decision in writing and will set forth his/her finding and conclusions on the issues submitted. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- c. The costs of any arbitration under this Article will be divided equally between the College and the MCCEA.
- d. The expenses and compensations of any witness or participant in the arbitration will be paid by the party calling such witness or requesting such participant, who is not a member of the staff of the College.

E. Miscellaneous

1. Copies of all written answers at any Level of this procedure will be given to the grievant and to the MCCEA Grievance Officer.
2. Any grievance not appealed within the time limits set forth above will be considered settled on the basis of the last decision. If an answer to a grievance is not received within the time limits set forth above, it may automatically be appealed to the next Level.
3. No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.
4. By mutual agreement a grievance may be initiated at any higher applicable Level.
5. In order to minimize grievances, whenever a question arises concerning the application and interpretation of this Agreement which affects all or substantially all of the members of the Bargaining Unit or any division of the College, the parties may convene their professional negotiations teams to discuss the matter.
6. As the Union is the exclusive representative of employees covered by this agreement, third parties may not be present at meetings related to the administration of this agreement unless mutually agreed by the College and Union. This provision includes, but is not limited to, meetings between the employee and employer (e.g., first step of grievance process), meetings where the Union, employee and employer are present and meetings between the Union and employer.

ARTICLE XIX
Intellectual Property Rights for
Distance Learning Courses and Courseware Created by MCC Faculty

A. Distance Learning

1. The parties recognize that distance learning is a vital component of the College curriculum, and necessary for continued leadership in higher education. Therefore, the parties encourage endeavors in creating, developing, and delivering distance learning courses and courseware.
2. For any specific distance learning course/courseware, additional provisions not contained within the Faculty Master Contract related to production, control, assignment and compensation will be specified in the Distance Learning Course Production Agreement and the Assigned Use Agreement. Agreement forms may be obtained from the Executive Dean of Educational Systems.
3. All distance learning courses/courseware created prior to this Agreement will be subject to these provisions. For such existing courses/courseware, the Courseware Package must be defined in writing as mutually agreed upon by the creating faculty member and the Executive Dean of Educational Systems. The written document will be a memo or the first Assigned Use Agreement as defined in Section D.3 below.

B. Ownership

1. The College does not and will not claim any ownership rights to the traditional intellectual property of the faculty outlined in Article V.F of this Agreement.
2. Traditional works of scholarly activity are the unrestricted property of the faculty member who created them and are his/her property. Such works include, but are not limited to: journal articles; textbooks; reviews; works of art including paintings, sculpture, and musical compositions; as well as course materials such as workbooks, presentations and laboratory manuals.
3. When the College engages faculty in the production of distance learning courseware, in any format, for credit or non-credit instruction, a written Distance Learning Courseware Production Agreement will be executed between the creating faculty member and the College. The written agreement will identify the creating faculty member, the compensation to be paid and the specific conditions applying to the production and use of the courseware. Copies of the executed agreement(s) will be provided to the MCCEA.
4. When the College and the faculty member enter into an agreement in writing for the production of a courseware package and the faculty member is compensated for the production in accordance with this Article, the courseware package becomes the property of the College. The written agreement identified in Section B.3 above will define the courseware package products that are the exclusive property of the College.

5. The creating faculty member owns and retains full rights to all notes and materials used in preparation of a courseware production script and in preparation of the other courseware components that make up a distance learning courseware package. The creating faculty member has unrestricted rights to the subsequent use of said notes and materials.

C. Assignment Rights of the Creating Faculty Member

1. The faculty member who created the course, whether a new Distance Learning course or an existing course converted to Distance Learning, has the right of first refusal for teaching it. Full-time faculty can exercise this right during the useful life of the courseware package. Part-time Status faculty will be able to exercise the right of first refusal for three (3) consecutive semesters in which the course is offered.
2. When two or more faculty members served as co-creators, they will alternate or mutually agree upon another arrangement for the right of first refusal.

D. Assigned Use Agreements

1. Assignment. Assignment of a distance-learning course to an MCC faculty member other than the creator will be mutually determined by the creating faculty member, his/her immediate supervisor, and the Executive Dean of Educational Systems. If they disagree about the assignment, the matter will be referred to the CPSC's Distance Learning Advisory Subcommittee (DLAC). The decision of the DLAC will be final and binding.
2. Certification. The CPSC's Distance Learning Advisory Subcommittee (DLAC) will certify faculty members who may be assigned to distance learning courses, both those created by MCC faculty and those licensed from other sources. Faculty members who have previously taught distance learning courses at MCC prior to this Agreement will be granted initial certification by the DLAC. This certification will be subject to a biannual review. Training conducted by Educational Systems staff will prepare faculty members for assignment.
3. Assigned Use Agreement. An Assigned Use Agreement will a) specify the obligations of the assigned faculty member to protect the integrity of the distance learning courseware package, b) define what elements of the courseware package must be used, c) prohibit modification of any of the defined elements by the assigned faculty member without the concurrence of the creating faculty member, d) specify the consulting duties of the creating faculty member. Signatories to the agreement will be the creating faculty member, the assigned faculty member and his/her immediate supervisor, and the Executive Dean of Educational Systems.

E. Internal Compensation

1. Definition. Internal compensation is defined as payment for use of the distance learning courseware package for courses taught at Mott Community College by MCC faculty members.
2. Distance Learning Courseware Production Agreement. A Distance Learning Courseware Production Agreement will specify the compensation to the creating faculty member for production of distance learning courseware in terms of appropriate reassigned time or another form of compensation as defined in this agreement. If other faculty members are subsequently assigned to teach the course, the creating faculty member can be compensated as indicated in Paragraphs 3 and 4 below.
3. Study Guide. The creating faculty member will receive a payment for each study guide produced and sold by Mott Community College and/or its agents and independent contractors. This payment will apply only to study guides developed under the terms of this article by the creating faculty member. In Academic Year 2011-2012, the payment is set at \$4.62, and thereafter increases by a percentage equal to the overall annual faculty salary increase. The study guide payment to the creating faculty member will continue throughout the useful life of the courseware package whether taught by the creating faculty or an assigned faculty member.
4. Consulting Fee. The creating faculty member will receive payment for consulting with the assigned faculty member(s) on the use of the courseware package. The consulting fee for use of the courseware package in a given semester is set at \$105.87 per contact hour per assigned faculty member in Academic Year 2011-2012. The consulting fee will increase annually thereafter by the overall percentage increase in faculty salaries.

The creating faculty member must sign an Assigned Use Agreement to receive a consulting fee. For example, if one faculty member is assigned to two sections of the same three (3) contact hour course in one semester, the creating faculty member will receive \$308.28 for a consulting fee. Conversely, if two separate faculty members are assigned to two sections of the same course in one semester, the creating faculty member will receive a consulting fee of \$308.28 for each assigned faculty member for a total of \$616.56. If the creating faculty member for any reason is unable to consult with the assigned faculty member(s), the consulting fee will not be paid.

F. External Compensation

1. Definition. External compensation is defined as payment for use of the distance learning Courseware Package by institutions or organizations other than Mott Community College.
2. Credit Courses. When all or part of a distance learning course is distributed externally, the creating faculty member will receive a portion of the gross revenue generated through sales and licensing agreements. In addition to the fee per study guide sold (if applicable), the creating faculty member will receive forty percent (40%) of gross revenue generated until College production costs are recouped and sixty percent (60%) of gross revenue

thereafter. Courseware production costs, including potential marketing and distribution costs, are to be agreed upon and specified in the Distance Learning Courseware Production Agreement.

3. Non-Credit Courses. When a Distance Learning course/courseware is used for non-credit offerings, the distribution of revenue will be defined in a separate written agreement between the College and the creating faculty member. The parties agree to revisit non-credit courses/courseware after the College has more experience with marketing such materials for non-credit external use.

G. Payment: Compensation earned under this Article is ordinary income subject to tax withholding. Compensation will be paid annually during the month of May. Discrepancies must be brought to the attention of the Accounting Office within thirty (30) calendar days of payment or the amount will be deemed accurate.

H. Change in Faculty Employment Status

1. When the creating faculty member leaves College employment or is inactive as a result of resignation, layoff or dismissal, retirement, long-term leave of, or involuntary leave of absence (as each is defined elsewhere in this Agreement):
 - a. the Courseware Package will not be taken or used by the creating faculty member without the prior written authorization of the College.
 - b. the College at its sole discretion may assign the course to another active faculty member.
 - c. the College, at its sole discretion, may engage the creating faculty member to teach the distance learning course, to consult with the active faculty member(s) to whom the course has been assigned, or to revise the Courseware Package.
2. Employment status notwithstanding, payments to the creating faculty member based upon study guide sales and the external sale or licensing of Courseware Package will continue for the useful life of the courseware package.
3. Payments based upon study guide sales and the sale/licensing of Courseware Package will be made to a deceased creating faculty member's estate during the useful life of the courseware package. Study guide payments will continue as long as the study guides continue to be printed and sold by Mott Community College.

The following table specifies the rights of creating faculty members with respect to employment status:

Faculty Status	Study Guide Fee	Share of Revenue from Sales/Licensing Fees	Consulting Fee	Right of First Refusal	Revision of Course/Courseware
Retired	Yes	Yes	Yes	No	No*
Long-term Leave	Yes	Yes	Yes	No	No*
Former Employee	Yes	Yes	No	No	No*
Lay-off	Yes	Yes	Yes	No	No*
Involuntary Leave	Yes	Yes	No	No	No
Deceased	Yes	Yes	N/A	N/A	N/A

* *Courseware Package may be revised by creating faculty member at discretion of College.*

I. Usage

1. The creating faculty member and the Educational Systems Department will review each distance learning course/courseware annually to determine the necessity for revision/replacement based upon assessment of a) need for the course, b) learning outcomes, c) student satisfaction, and d) other relevant factors. Recommendations with respect to revision or replacement will be approved by the CPSC's Distance Learning Advisory Subcommittee (DLAC). The decision of the DLAC on revision or replacement determines the useful life of a course/courseware and will be final and binding.
2. Distance learning courseware will be made available for individual student use as a supplement to classroom work by the Department of Educational Systems. However, classroom use or class assignments utilizing courseware created by another faculty member must be approved by the creating faculty member.

ARTICLE XX
Miscellaneous Provisions

- A. The College agrees to make every reasonable effort to provide qualified substitute faculty members, and the faculty members will be informed of a telephone number they may call to report unavailability for work. Faculty members will report unavailability for work at the earliest possible time and will make every effort to report no later than one (1) hour before the faculty member's first class of the day.
- B. This Agreement will supersede any rules, regulations, or practice of the College which will be contrary to or inconsistent with its terms.
- C. This Agreement will be available in the HR section of the College's website.
- D. Notices
 - 1. All notices required to be given to the MCCEA by this Agreement will be hand carried or mailed to the President of the MCCEA by registered mail, addressed to him/her at the address which he/she will give to the President or Human Resources Office.
 - 2. Communications from the Union to the Employer related to the administration of this Agreement and the parties' collective bargaining relationship will be provided to the appropriate or involved Management representative(s) and the College's senior Human Resources manager.
 - 3. All notices to be given to a faculty member under this Agreement will be mailed to his/her last address recorded in the Office of Human Resources. It will be the responsibility of faculty members to notify the Office of Human Resources of any changes of address. The mailing of such notices will not relieve the College of the responsibility to post notices whenever required by this Agreement.
- E. If any provision of this Agreement or any application of the Agreement to any faculty member or group of faculty members will be found contrary to law, then such a provision or application will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement will continue in full force and effect.
- F. This Agreement may not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties, and no departure from any provision of this Agreement by either party, or by their officers, agents, or representatives, or by members of the Bargaining Unit, will be construed to constitute a continuing waiver of the right to enforce such provision.
- G. No faculty member will use his/her position in the College to his/her financial advantage by such activities as preparing lists for sales solicitation, by soliciting sales from his/her students and their parents, by promoting his/her employment as a tutor or a private teacher for his/her assigned students or by seeking any similar advantage. Nothing herein will be construed to prohibit the use of textbooks, laboratory manuals, visual aids or other supplementary materials written, prepared or published by a faculty member for use by students at the College. Faculty who earn significant profits from books which they author and require Mott students to purchase are

encouraged to consider donating profits generated from Mott sales to a charity or scholarship of their choice.

- H. The Faculty Handbook will be a collation of approved CPSC and Board Policies and will include appropriate divisional policies approved in accordance with Article X.Q.2. The Faculty Handbook will be updated and published by December 31 of each year. It will not extend or expand this Contract or Board Policy.
- I. For the purposes of salary, fringe benefits, terminal leave and seniority, the Flint K-12 service of faculty members employed at the College as of June 30, 1970, while it was operated by the Flint Board of Education will be counted as service at the College. Faculty members who resign or otherwise terminate their employment will no longer be entitled to such credits. Administrators returning to faculty status will retain all such credits earned as faculty members at the College.
- J. Faculty seniority will comprise regular academic-year semesters or continuous employment as full-time faculty in the College, including leave time as specified in Article XIII.N.1 of this Agreement and Flint K-12 service as specified in Section I above, provided that no leave time approved under the terms of this Agreement or previous such Agreements or College policies and/or practices predating such Agreements will be construed as an interruption of continuous employment. Faculty seniority will be computed to the nearest complete semester of employment. Faculty members who have previously worked under Temporary Status will have all such time applied as seniority credit if hired full-time, regardless of whether such temporary service was continuous.

ARTICLE XXI
Duration

This Agreement will be effective as of the 30th day of June 2011, and continue in effect through the 23rd day of August 2014.

APPENDIX A

EXCLUDED from the Bargaining Unit are:

President
Executive Vice President
Chief Administrative Officer
Chief Financial Officer
Legal Counsel
Vice President
Executive Dean
Dean
Dean
Senior Administrator
Equal Employment Compliance Officer
Administrator
Executive Director
Director
Accountant
Supervisor
Manager
Account Executive
Program/Systems Analyst
Tele-Communications Specialist
Dispatcher/Scheduling Technician
Engineering Technician
Specialist
Student Support Coordinator (formerly Staff Assistant)
Technical Assistant
Administrative Assistant
Librarian
Substitutes other than regular instructors employed as substitutes
Coaches other than regular instructors employed as coaches

All teaching personnel in the Community Education area teaching courses of a duration of less than one semester or its hourly equivalent, and all Community Education personnel in non-credit contract training regardless of duration.

APPENDIX B-1

Faculty Salary Schedule Academic Year 2011/12

Includes Fall 2011 (2012/2), Winter 2012 (2012/3), Spring 2012 (2012/4) and Summer 2012 (2013/1)

Degree Level	-BA	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	PhD./ EdD.
Step									
0	\$31,223	\$39,665	\$41,159	\$42,560	\$44,004	\$45,480	\$46,843	\$48,263	\$49,707
1	\$32,518	\$42,224	\$43,631	\$45,125	\$46,544	\$47,995	\$49,408	\$50,840	\$52,254
2	\$33,844	\$44,770	\$46,196	\$47,665	\$49,060	\$50,460	\$51,905	\$53,349	\$54,756
3	\$35,132	\$47,254	\$48,699	\$50,174	\$51,600	\$53,026	\$54,520	\$55,958	\$57,315
4	\$36,440	\$49,838	\$51,251	\$52,664	\$54,121	\$55,597	\$57,010	\$58,454	\$59,862
5	\$37,685	\$52,378	\$53,810	\$55,186	\$56,724	\$58,100	\$59,500	\$60,939	\$62,371
6	\$39,067	\$54,887	\$56,307	\$57,776	\$59,226	\$60,634	\$62,134	\$63,510	\$64,917
7	\$40,368	\$57,433	\$58,809	\$60,291	\$61,711	\$63,192	\$64,643	\$66,062	\$67,488
8	\$41,682	\$59,998	\$61,399	\$62,794	\$64,338	\$65,764	\$67,189	\$68,565	\$70,028
9	\$43,201	\$63,753	\$65,147	\$66,754	\$68,185	\$69,866	\$71,280	\$72,705	\$74,144
10	\$44,739	\$65,963	\$67,401	\$69,063	\$70,545	\$72,282	\$73,751	\$75,221	\$76,709
11		\$68,366	\$69,854	\$71,579	\$73,110	\$74,916	\$76,435	\$77,960	\$79,498
12		\$70,800	\$72,344	\$74,125	\$75,713	\$77,580	\$79,155	\$80,737	\$82,331

* 1.3% increase over 2010-11 Salary Schedule

APPENDIX B-2

Faculty Salary Schedule Academic Year 2012/13

Includes Fall 2012 (2013/2), Winter 2013 (2013/3), Spring 2013 (2013/4) and Summer 2013 (2014/1)

Degree Level	-BA	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	PhD./ EdD.
Step									
0	\$31,223	\$39,665	\$41,159	\$42,560	\$44,004	\$45,480	\$46,843	\$48,263	\$49,707
1	\$32,518	\$42,224	\$43,631	\$45,125	\$46,544	\$47,995	\$49,408	\$50,840	\$52,254
2	\$33,844	\$44,770	\$46,196	\$47,665	\$49,060	\$50,460	\$51,905	\$53,349	\$54,756
3	\$35,132	\$47,254	\$48,699	\$50,174	\$51,600	\$53,026	\$54,520	\$55,958	\$57,315
4	\$36,440	\$49,838	\$51,251	\$52,664	\$54,121	\$55,597	\$57,010	\$58,454	\$59,862
5	\$37,685	\$52,378	\$53,810	\$55,186	\$56,724	\$58,100	\$59,500	\$60,939	\$62,371
6	\$39,067	\$54,887	\$56,307	\$57,776	\$59,226	\$60,634	\$62,134	\$63,510	\$64,917
7	\$40,368	\$57,433	\$58,809	\$60,291	\$61,711	\$63,192	\$64,643	\$66,062	\$67,488
8	\$41,682	\$59,998	\$61,399	\$62,794	\$64,338	\$65,764	\$67,189	\$68,565	\$70,028
9	\$43,201	\$63,753	\$65,147	\$66,754	\$68,185	\$69,866	\$71,280	\$72,705	\$74,144
10	\$44,739	\$65,963	\$67,401	\$69,063	\$70,545	\$72,282	\$73,751	\$75,221	\$76,709
11		\$68,366	\$69,854	\$71,579	\$73,110	\$74,916	\$76,435	\$77,960	\$79,498
12		\$70,800	\$72,344	\$74,125	\$75,713	\$77,580	\$79,155	\$80,737	\$82,331

* No increase over the 2011-12 Salary Schedule

APPENDIX B-3

**Faculty Salary Schedule
Academic Year 2013/14**

Includes Fall 2013 (2014/2), Winter 2014 (2014/3), Spring 2014 (2014/4) and Summer 2014 (2015/1)

Degree Level	-BA	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	PhD./ EdD.
Step									
<i>0</i>	\$31,223	\$39,665	\$41,159	\$42,560	\$44,004	\$45,480	\$46,843	\$48,263	\$49,707
<i>1</i>	\$32,518	\$42,224	\$43,631	\$45,125	\$46,544	\$47,995	\$49,408	\$50,840	\$52,254
<i>2</i>	\$33,844	\$44,770	\$46,196	\$47,665	\$49,060	\$50,460	\$51,905	\$53,349	\$54,756
<i>3</i>	\$35,132	\$47,254	\$48,699	\$50,174	\$51,600	\$53,026	\$54,520	\$55,958	\$57,315
<i>4</i>	\$36,440	\$49,838	\$51,251	\$52,664	\$54,121	\$55,597	\$57,010	\$58,454	\$59,862
<i>5</i>	\$37,685	\$52,378	\$53,810	\$55,186	\$56,724	\$58,100	\$59,500	\$60,939	\$62,371
<i>6</i>	\$39,067	\$54,887	\$56,307	\$57,776	\$59,226	\$60,634	\$62,134	\$63,510	\$64,917
<i>7</i>	\$40,368	\$57,433	\$58,809	\$60,291	\$61,711	\$63,192	\$64,643	\$66,062	\$67,488
<i>8</i>	\$41,682	\$59,998	\$61,399	\$62,794	\$64,338	\$65,764	\$67,189	\$68,565	\$70,028
<i>9</i>	\$43,201	\$63,753	\$65,147	\$66,754	\$68,185	\$69,866	\$71,280	\$72,705	\$74,144
<i>10</i>	\$44,739	\$65,963	\$67,401	\$69,063	\$70,545	\$72,282	\$73,751	\$75,221	\$76,709
<i>11</i>		\$68,366	\$69,854	\$71,579	\$73,110	\$74,916	\$76,435	\$77,960	\$79,498
<i>12</i>		\$70,800	\$72,344	\$74,125	\$75,713	\$77,580	\$79,155	\$80,737	\$82,331

* No increase over the 2012-13 Salary Schedule

APPENDIX C-1

Part-Time Status Faculty Salary Schedule Academic Year 2011/12

Includes Fall 2011(2012/2), Winter 2012 (2012/3), Spring 2012 (2012/4) and Summer 2012 (2013/1)

Degree Level	Certification / Experience (C/E)	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60 PhD./ EdD.	
Step									
0		\$947	\$977	\$991	\$1,004	\$1,009	\$1,014	\$1,019	\$1,024
1		\$977	\$1,004	\$1,021	\$1,037	\$1,040	\$1,043	\$1,048	\$1,053
2		\$1,004	\$1,037	\$1,052	\$1,066	\$1,071	\$1,075	\$1,081	\$1,087
3		\$1,020	\$1,053	\$1,067	\$1,082	\$1,086	\$1,091	\$1,097	\$1,103

NOTE: Part-time faculty who are not adjunct are paid at the C/E, Step 0 rate

* 1.3% increase over 2010-11 Salary Schedule

A year of experience will be the number of contact hours equal to a full-time load for the academic year in the discipline/division where the part time faculty member teaches.

For all faculty members (both full- and part-time) teaching with a twelve (12) hours maximum in their area, a factor of 1.05 will be applied to the salary at the earned position on this salary grid.

Other Rates Academic Year 2011/12

Includes Fall 2011 (2012/2), Winter 2012 (2012/3), Spring 2012 (2012/4) and Summer 2012 (2013/1)

Activity	Rate
Adjunct Faculty	\$947 to \$1,103 per weekly contact hour
Part-Time Faculty	\$947 per weekly contact hour
Adjunct Counseling	\$631 to \$735 per weekly contact hour
Part-Time Counseling	\$631 per weekly contact hour
Substitute Teaching	\$59.18
Substitute Counseling	\$39.45
Non-Instructional Rate	\$29.57
Orientation for Part-Time Faculty	\$29.57
Intellectual Property Rights - Study Guides	\$4.62
Intellectual Property Rights - Consulting	\$105.87

* 1.3% increase over the 2010-11 Salary Schedule

APPENDIX C-2

Part-Time Status Faculty Salary Schedule Academic Year 2012/13

Includes Fall 2012(2013/2), Winter 2013 (2013/3), Spring 2013 (2013/4) and Summer 2013 (2014/1)

Degree Level	Certification / Experience (C/E)	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60 PhD./ EdD.	
Step									
0		\$947	\$977	\$991	\$1,004	\$1,009	\$1,014	\$1,019	\$1,024
1		\$977	\$1,004	\$1,021	\$1,037	\$1,040	\$1,043	\$1,048	\$1,053
2		\$1,004	\$1,037	\$1,052	\$1,066	\$1,071	\$1,075	\$1,081	\$1,087
3		\$1,020	\$1,053	\$1,067	\$1,082	\$1,086	\$1,091	\$1,097	\$1,103

NOTE: Part-time faculty who are not adjunct are paid at the C/E, Step 0 rate

* No increase over 2011-12 Salary Schedule

A year of experience will be the number of contact hours equal to a full-time load for the academic year in the discipline/division where the part time faculty member teaches.

For all faculty members (both full- and part-time) teaching with a twelve (12) hours maximum in their area, a factor of 1.05 will be applied to the salary at the earned position on this salary grid.

Other Rates Academic Year 2012/13

Includes Fall 2012 (2013/2), Winter 2013 (2013/3), Spring 2013 (2013/4) and Summer 2013 (2014/1)

Activity	Rate
Adjunct Faculty	\$947 to \$1,103 per weekly contact hour
Part-Time Faculty	\$947 per weekly contact hour
Adjunct Counseling	\$631 to \$735 per weekly contact hour
Part-Time Counseling	\$631 per weekly contact hour
Substitute Teaching	\$59.18
Substitute Counseling	\$39.45
Non-Instructional Rate	\$29.57
Orientation for Part-Time Faculty	\$29.57
Intellectual Property Rights - Study Guides	\$4.62
Intellectual Property Rights - Consulting	\$105.87

* No increase over 2011-12 Salary Schedule

APPENDIX C-3

Part-Time Status Faculty Salary Schedule Academic Year 2013/14

Includes Fall 2013 (2014/2), Winter 2014 (2014/3), Spring 2014 (2014/4) and Summer 2014 (2015/1)

Degree Level	Certification / Experience (C/E)	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60 PhD./ EdD.	
Step									
0		\$947	\$977	\$991	\$1,004	\$1,009	\$1,014	\$1,019	\$1,024
1		\$977	\$1,004	\$1,021	\$1,037	\$1,040	\$1,043	\$1,048	\$1,053
2		\$1,004	\$1,037	\$1,052	\$1,066	\$1,071	\$1,075	\$1,081	\$1,087
3		\$1,020	\$1,053	\$1,067	\$1,082	\$1,086	\$1,091	\$1,097	\$1,103

NOTE: Part-time faculty who are not adjunct are paid at the C/E, Step 0 rate

* No increase over 2012-13 Salary Schedule

A year of experience will be the number of contact hours equal to a full-time load for the academic year in the discipline/division where the part time faculty member teaches.

For all faculty members (both full- and part-time) teaching with a twelve (12) hours maximum in their area, a factor of 1.05 will be applied to the salary at the earned position on this salary grid.

Other Rates Academic Year 2013/14

Includes Fall 2013 (2014/2), Winter 2014 (2014/3), Spring 2014 (2014/4) and Summer 2014 (2015/1)

Activity	Rate
Adjunct Faculty	\$947 to \$1,103 per weekly contact hour
Part-Time Faculty	\$947 per weekly contact hour
Adjunct Counseling	\$631 to \$735 per weekly contact hour
Part-Time Counseling	\$631 per weekly contact hour
Substitute Teaching	\$59.18
Substitute Counseling	\$39.45
Non-Instructional Rate	\$29.57
Orientation for Part-Time Faculty	\$29.57
Intellectual Property Rights - Study Guides	\$4.62
Intellectual Property Rights - Consulting	\$105.87

* No increase over 2012-13 Salary Schedule

APPENDIX D

Information Related to the Academic Calendar

- Existing courses may be started anytime upon receiving majority approval of the Committee established in Article I.B.5.
- Any faculty member may request that single sections of existing courses be taught as 15-week or 10 to 12-week offerings beginning with the first day of classes of the Spring session. The course will be offered as such if approved in accordance with the usual scheduling procedures with approval from the appropriate Dean. If not approved, the faculty member may appeal to the Administrative/Faculty Committee established in Article I.B.5.

Rules for Developing the Academic Calendar

- All semesters and sessions will consist of fifty-five (55) minute contact hours.
- Half-semester courses begin the fifth week or the middle of a semester.

Fall:

Classes begin the Tuesday after Labor Day
Lasts 15 weeks with 75 days of instruction (do not count Saturdays)
Faculty report Wednesday before classes start
Fall 2 classes begin the Monday of the 5th week of the semester
First half of semester ends on the 37th day
Second half of classes begin on the 38th day
Fall 2 classes end 37 days after they begin
Fall semester will include a four-day Thanksgiving recess (Thursday – Sunday)
Classes end after 15 weeks (75 days)
Final grades due two days after classes end

Winter:

Classes begin on the second Saturday of January
Faculty report the Wednesday before classes start
Martin Luther King Day - classes dismissed
Winter 2 classes begin the Monday of the 5th week of the semester
First half semester ends 37th day
Second half semester begins 38th day
Spring recess begins Monday following the 8th week of classes
Winter 2 classes end 37 days after they begin
Winter classes end after 15 weeks (74 days) - Do not count MLK day and spring recess
Commencement the Saturday after the end of the winter semester
Winter grades due 2 days after classes end

APPENDIX D (Continued)

Spring:

Normally, two day break between the end of winter & beginning of spring session (Monday & Tuesday)

Memorial Day - classes dismissed

Classes end 37th day (7-1/2 weeks long)

Spring grades due three (3) calendar days after classes end

Summer:

Summer session begins on the Monday following the last day of Spring Classes

July 4th Holiday - classes dismissed

Summer classes end 38th day (7-1/2 weeks long)

Final grades due three (3) calendar days after classes end

** Holidays that fall on Saturday are observed on Friday, and those that occur on Sunday are observed on Monday.*

APPENDIX D-1

CHARLES STEWART MOTT COMMUNITY COLLEGE 2011-2012 CALENDAR

	Date	Day	Event
Fall 2011 (2012/2)	August 31	Wednesday	Faculty Report
	September 5	Monday	Labor Day
	September 6	Tuesday	Classes begin
	October 3	Monday	Late-Start semester classes begin
	October 26	Wednesday	First half semester classes end
	October 27	Thursday	Second half semester classes begin
	Nov 24 - Nov 27	Thursday - Sunday	Thanksgiving recess
	December 21	Wednesday	Classes end
	December 23	Friday	Final grades due
Winter 2012 (2012/3)	January 11	Wednesday	Faculty report
	January 14	Saturday	Classes begin
	January 16	Monday	Martin Luther King Day-classes dismissed
	February 13	Monday	Late-Start semester classes begin
	March 7	Wednesday	First half semester classes end
	March 8	Thursday	Second half semester classes begin
	March 12 - March 18	Monday - Sunday	Spring recess
	May 4	Friday	Classes end
	May 5	Saturday	Commencement
	May 7	Monday	Final grades due
Spring 2012 (2012/4)	May 9	Wednesday	Classes begin
	May 21	Monday	Late-Start Session classes begin
	May 28	Monday	Memorial Day - classes dismissed
	June 29	Friday	Classes end
	July 2	Monday	Final grades due
	August 23	Thursday	Late-Start session classes end
Summer 2010 (2011/1)	July 2	Monday	Classes begin
	July 4	Wednesday	Independence Day Holiday – classes dismissed
	August 23	Thursday	Classes end
	August 27	Monday	Final grades due

APPENDIX D-2

CHARLES STEWART MOTT COMMUNITY COLLEGE 2012-2013 CALENDAR

	Date	Day	Event
Fall 2012 (2013/2)	August 29	Wednesday	Faculty Report
	September 3	Monday	Labor Day
	September 4	Tuesday	Classes begin
	October 1	Monday	Late-Start semester classes begin
	October 24	Wednesday	First half semester classes end
	October 25	Thursday	Second half semester classes begin
	Nov 22 - Nov 25	Thursday - Sunday	Thanksgiving recess
	December 19	Wednesday	Classes end
	December 21	Friday	Final grades due
	Winter 2013 (2013/3)	January 9	Wednesday
January 12		Saturday	Classes begin
January 21		Monday	Martin Luther King Day-classes dismissed
February 11		Monday	Late-Start semester classes begin
March		Wednesday	First half semester classes end
March 7		Thursday	Second half semester classes begin
March 11 - March 17		Monday - Sunday	Spring recess
May 3		Friday	Classes end
May 4		Saturday	Commencement
May 6		Monday	Final grades due
Spring 2013 (2013/4)	May 8	Wednesday	Classes begin
	May 20	Monday	Late-Start Session classes begin
	May 27	Monday	Memorial Day - classes dismissed
	June 28	Friday	Classes end
	July 1	Monday	Final grades due
	August 22	Thursday	Late-Start session classes end
Summer 2013 (2014/1)	July 1	Monday	Classes begin
	July 4	Thursday	Independence Day Holiday – classes dismissed
	August 22	Thursday	Classes end
	August 26	Monday	Final grades due