

8/14/99



**Macomb
Community
College**

NOTE: 1996-97 Salary range (calculated on CPI at 2.8%)
is \$31,632 - \$58,718
1997-98 Salary range (calculated on CPI at 3.0%)
is \$32,581 - \$60,480
Please update page 67.

Agreement

between the

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

and the

MACOMB COMMUNITY COLLEGE
FACULTY ORGANIZATION

1996-99

Macomb Community College

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

THIS AGREEMENT is made this 19th day of December, 1996, by and between the Board of Trustees of the Community College District of the County of Macomb (hereinafter called the "Board") and the Macomb Community College Faculty Organization for the period covered in Article XXXIII.

PURPOSE AND INTENT

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

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

To these ends, the Board and the Faculty Organization encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all teachers.

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

ARTICLE I RECOGNITION

- A. 1. The Board recognizes the Macomb Community College Faculty Organization, hereinafter referred to as MCCFO, as the sole and exclusive bargaining agent as defined in Section 11 of Act 336, Public Acts of 1947 as amended, and as described in the "Certification of Representative" Case No. R66 K-421, January 11, 1967, by the State of Michigan Labor Mediation Board, for all full-time teachers, counselors, librarians, research assistants, teachers employed in the Learning and Academic Assessment Centers, teachers employed as Auto Service Manager/Teacher, internship-clinical-service coordinators, Apprentice Coordinators, teacher-coordinators in student co-op programs, and teachers on special assignment; but excluding administrators, deans, directors, head librarians, coordinators, department chairmen, assistant department chairmen, college nurses, all supervisors, part-time teachers, national teaching fellows, administrative interns and all other employees.
2. Any job title not included in, nor specifically excluded from the bargaining unit, in I.A.1., must be subjected to negotiation between MCCFO and the Board to determine whether such position should be included in the bargaining unit. It shall be the responsibility of the Director of Human Resource Management to advise, in writing, the President of MCCFO of all postings of new positions.
3. Any other employee in an administrative or supervisory position or on a salary schedule other than that for teachers is also excluded from the bargaining unit.
4. All members of the bargaining unit shall hereinafter be referred to as "teachers" unless otherwise specifically noted.
5. Any teacher temporarily allowed to perform other duties at the College involving reassigned time from his full-time duties or any portion thereof, shall still be considered as a full-time teacher as long as said reassigned time does not violate Article I.A.1.3. and 6. hereof.
6. No administrative duties shall be added to any position within the bargaining unit which has the effect of removing such position from the bargaining unit without prior negotiation and agreement with MCCFO.
7. Non-bargaining unit members shall not be permitted to assume the professional duties of bargaining unit positions as defined in I.A.1., except as specified in IX; XIV.A.5. and B.3.; and Appendix G of this Agreement.
- B. The Board agrees not to recognize or negotiate with any teacher organization or individual other than MCCFO on matters concerning wages, hours, or working conditions for the duration of the Agreement or during any extension of this agreement.

ARTICLE I RECOGNITION (Concluded)

- C. Proper negotiations and the administration of collective bargaining entail expenses which are appropriately shared by all teachers who are the beneficiaries of such agreements. In the event a teacher shall not join MCCFO and execute an authorization for full dues deduction, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum representing that teacher's proportionate share of such negotiations and contract administration and maintenance expenses which shall be forwarded to the MCCFO Treasurer. The MCCFO Treasurer shall notify the Board no later than thirty (30) days after the beginning of each school year of the amount to be deducted for such expenses. In the event such authorization is not signed for in a period of thirty (30) days following the commencement of the contract of the teacher, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such teachers shall be discontinued as of the end of the current semester. Such teacher or teachers shall be notified of the termination of their services immediately upon the expiration of the thirty (30) day period mentioned above. This termination shall not be subject to the provisions of Article VII or Appendix D of this Agreement.
- D. MCCFO agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination if they qualify under the definition described in Article I.A.1. and to represent all teachers equally regardless of membership in any other teacher organization.
- E. This Agreement shall supersede any individual contracts, existing rules, regulations, or practices of the Board or the Administration which shall be contrary to, or inconsistent with its terms. The Board shall make no changes in hours, wages, or working conditions of teachers incorporated in this Agreement or institute any re-organization affecting such hours, wages, and working conditions except after good faith negotiation and agreement between the Board and MCCFO.

ARTICLE II BOARD OF TRUSTEES RIGHTS AND DUTIES

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all rights, powers, authorities, duties, and responsibilities conferred upon and vested in it by the statutes and the Constitution of Michigan.
- B. The exercise of these rights, powers, authorities, duties and responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be consistent with such statutory and constitutional provisions and shall be consistent with the terms of this Agreement, where applicable.

ARTICLE II BOARD OF TRUSTEES RIGHTS AND DUTIES (Concluded)

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

ARTICLE III MCCFO -- BOARD OF TRUSTEES RELATIONSHIP

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

- A. The Board shall make available to MCCFO, upon request, all statistics and financial information, related to Macomb Community College and in possession of the Board, as are necessary for negotiation of collective bargaining agreements.
- B. The President of MCCFO shall be furnished with three copies of the agenda of each public meeting of the Board with all non-confidential attachments at the same time regular distribution is made. Said agenda with non-confidential attachments shall be made available in the library of each campus. The agenda, without attachments, shall be posted in each Department or Division.
- C. The President of MCCFO shall be furnished with three copies of the approved minutes of each public meeting of the Board at the same time regular distribution is made. Said minutes shall also be made available in the library at each campus.
- D. Items requested by the President of MCCFO shall appear on the Board agenda provided written notification of the nature of such items is submitted to the College President's Office by noon, Wednesday, preceding a regularly scheduled meeting. However, this provision shall not be used as a means of circumventing the Grievance Procedure of this Agreement.
- E. MCCFO -- Board arrangements described in III.D. shall not preclude appearances by teachers acting on their own behalf on issues other than wages, hours, working conditions, or grievances before the Board in the manner prescribed below:
1. The teacher shall submit a written statement to the President of the College detailing the nature of the item(s) to be presented at least ten (10) working days prior to the regular meeting date. The teacher may also submit a copy to the President of MCCFO if he so chooses. The teacher shall be notified of the time and place to appear before the Board at least five (5) working days prior to the meeting.

ARTICLE III MCCFO -- BOARD OF TRUSTEES RELATIONSHIP (Continued)

- F. Provisions shall be made that the hours 2-4 p.m. on the first and third Fridays of each month be reserved for meetings of MCCFO at the call of the President of MCCFO. The second and fourth Fridays may be used for meetings of the various committees on which teachers participate. Meetings called in accord with these provisions shall take precedence over all other meetings involving MCCFO members. One meeting of MCCFO may be scheduled on each campus during the faculty development days at the beginning of each semester.
- G. Adequate rooms at the College shall be provided for MCCFO meetings and special programs, provided that arrangements are made at least two (2) days in advance with the administration, and provided that no cancellation of the instructional program will result. MCCFO members shall have the right to transact MCCFO business on school property provided such activities do not obstruct instructional programs.
- H. The Board shall continue to provide MCCFO with an office and conference room. These facilities shall be adequately equipped and furnished so as to provide for the effective disposition of the business of MCCFO.
- I. MCCFO shall have the right to use bulletin boards in each Department, Division or Area and other media of teacher communication for MCCFO business provided all such materials are clearly identified with the name of the person originating the same.
- J. Members of the bargaining unit who by mutual agreement between MCCFO and the Board participate during working hours in conferences and meetings with the administration, which involve or derive from this collective bargaining Agreement, shall suffer thereby no loss of pay.
- K. 1. The Board shall grant to the President and Grievance Coordinator of MCCFO and bear the cost of reassigned time from one-quarter of their normal teaching loads (four credit hours each) each semester for the purposes of implementing the terms of this Contract.
2. The Board shall also provide MCCFO the option to purchase reassigned time for the Chief Negotiator of MCCFO not to exceed one-half of his normal teaching load each semester, and the option to purchase reassigned time for the President of MCCFO not to exceed one-quarter of his normal teaching load each semester.
3. The President of MCCFO, senators of MCCFO, and negotiators for MCCFO shall be assigned no extra curricular activity assignments unless voluntarily assumed. The application of this provision to negotiators who are not senators shall occur only during the semester or trimester, and summer term if necessary, during which collective bargaining is taking place.

ARTICLE III MCCFO -- BOARD OF TRUSTEES RELATIONSHIP (Continued)

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

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

M. Campus and District Committees

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

1. If MCCFO fails to respond to a request for assistance in the formulation of such a committee within thirty (30) days, the committee may be established unilaterally.

2. Campus and District committees may create advisory sub-committees to expedite their operations. The charges to such sub-committees must be of an advisory and informational nature and may not be broader than the general charge to the parent committee. Such advisory sub-committees can only submit their findings to the parent committee.

3. Standing Committee Structure

Staffing:

Curriculum (Now Unified)

Faculty	Administration
9	5

Standards (Formerly Academic Standards, Professional Standards and Articulation)

Faculty	Administration
6	3

Resources (Formerly Finance and Professional Resources)

Faculty	Administration
4	5

ARTICLE III MCCFO -- BOARD OF TRUSTEES RELATIONSHIP (Continued)

N. Staffing, Procedures and Functions

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

1. a. The teacher representatives are to be appointed by MCCFO for the duration of this contract. The administrative representatives are to be appointed by the appropriate Vice-President.
- b. The routine operational procedures of the committees shall be developed within the respective committees. The external procedures governing committee formation, jurisdiction, reporting, and recommendations, as well as the provision of support services, shall comply with M. and O. herein.
- c. Teachers appointed to serve on a standing committee, for the period of their appointment, shall be given priority in selecting their teaching assignments. This priority does not include the right to select assignments already selected by others.

2. Functions

Each standing committee shall be charged with the following responsibilities:

a. Standards Committee, this committee shall:

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

Recommend policies which will support professional development and recognition;

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

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

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

Recommend policies which will attempt to assure that no conflict, competition, or duplication of courses and/or program offerings occur between MCC and other institutions; and

ARTICLE III MCCFO -- BOARD OF TRUSTEES RELATIONSHIP (Continued)

N. 2. a. Functions (Continued)

Review a student's allegation that his or her final grade was issued in clear contravention of the published grading system of the teacher issuing that grade. This function does not include the right of the committee to review the published grading standards and practices of the teacher and in no case shall the committee substitute its subjective or qualitative judgement for that of the teacher. The committee's authority to change a grade shall be limited solely to cases where it is clearly demonstrated that the teacher has without just cause violated the published grading standards and practices in the issuance of a final grade. This review process must also conform to the following procedural requirements:

1. Any appeal of a final grade must be filed in writing with the committee by the student no later than two (2) weeks after the start of the next term.
2. The teacher shall be notified of the appeal, given a copy of the appeal, and shall have the right to respond by presenting his or her position to the committee in person and/or in writing before a decision is reached.
3. The teacher shall be notified in writing of the committee's decision and the reasons for said decision.
4. A decision to change a final grade shall require a unanimous affirmative vote of the six (6) faculty members of the committee.
5. These review powers shall not be delegated to any sub-committee.
6. The decision of the committee shall be final.
7. The student cannot also appeal such allegation through the student complaint process (Article VIII).
8. The finding of this process shall not be the basis for disciplinary action against the teacher.

b. Curriculum Committee, this committee shall:

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

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

ARTICLE III MCCFO -- BOARD OF TRUSTEES RELATIONSHIP (Continued)

N. 2. b. Curriculum Committee (Concluded)

Recommend new courses and programs from proposals submitted to them;

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

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

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

c. Resources Committee, this committee shall:

Recommend policies for the acquisition and administration of programs financed with federal or special funds;

Review existing budgets, all budget proposals and make budget recommendations;

Recommend allocations among Divisions of available funds for facility renovation and acquisition of instructional equipment; and

Recommend policies for the development and utilization of learning media resources, and for coordinating and integrating the use of media.

3. The Service Committee may add to the charges of a Standing Committee.

O. Operations and Procedures

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

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

ARTICLE III MCCFO -- BOARD OF TRUSTEES RELATIONSHIP (Continued)

O. 1. Operations and Procedures (Concluded)

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

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

2. a. Each standing committee shall have access to all materials which are relevant to the deliberations of the body and may use consultants as their need is determined.
- b. Each committee shall be provided with adequate secretarial help and centrally located files on each campus for committee agenda, minutes, correspondence, and records.
- c. The minutes, agendas, and recommendations of each standing committee shall be forwarded to the appropriate Vice-President, to the President of MCCFO, and to each Division/Department for posting, to the chairman of each campus standing committee and shall be made available in the library at each campus.

Agendas shall be distributed three days ahead of the meeting.

- d. To facilitate its operations, each standing committee may establish, charge, staff, and direct advisory sub-committees as their need is determined by a two-thirds (2/3) vote of a parent committee's total membership.
- e. Regular meeting times and provisions for the pre-posting of agenda shall be established by each standing committee.

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

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

ARTICLE III MCCFO -- BOARD OF TRUSTEES RELATIONSHIP (Concluded)

- P. The Board agrees to furnish MCCFO with the names and the Departments or Divisions of newly hired teachers within ten (10) working days of hiring.
- Q. The Board shall make reasonable efforts to notify teachers promptly whenever there is an official closing of the College because of natural disaster, inclement weather, or other cause.

ARTICLE IV CONDITIONS OF EMPLOYMENT

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

- A. Notice of all newly created positions and vacancies in permanent positions within the bargaining unit shall be sent to the President of MCCFO and shall be posted at least thirty (30) days prior to the filling of said position, except that notices of positions to be filled by the beginning of the fall term must be distributed and posted by April 1. In the event a vacancy occurs which must be filled in less than these time limits, the period of required notice may be waived or reduced by MCCFO. During this period, the Board may make temporary appointments to fill vacancies. A teacher who is an unsuccessful applicant for a vacant position shall, upon request, be presented with a written statement explaining the reasons for his nonappointment.
- B. All positions shall be filled without discrimination as to sex, race, age, color, religion, country of origin or ancestry, political beliefs, marital status, or membership or participation in, or association with the activities of any political, professional, or teacher organization.
- C. Each currently employed teacher shall be notified of his rank and scheduled salary for the following year no later than August 1 of each year. A probationary teacher shall upon request of the Board, indicate whether or not he intends to remain at MCC within twenty (20) days after the request is made.
- D.
 1. The minimum educational requirement for teachers shall be a Master's Degree in subject matter directly related to the position being filled; or, for teachers of occupational specializations, a Master's Degree and/or equivalent technical education and/or work experience.
 2. Teachers of courses that are designed to present and develop occupational skills shall have at least two (2) years of experience in the occupational area concerned.
 3. For certain courses of a specialized nature, such as physical education activities/skill classes (first aid, skiing, golf, etc.), the qualifications may differ from those established in the Agreement if agreed upon by the Service Committee.

ARTICLE IV CONDITIONS OF EMPLOYMENT (Continued)

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

DISCIPLINE SPECIALIZED COURSES

English	English as a Second Language
English	Reading

E. Each newly employed teacher shall be provided with a copy of this Agreement by the Human Resources Office and other information supplied by MCCFO prior to employment.

F. Transfers

1. Voluntary Transfers

a. If the same position a teacher holds is vacant on another campus, the teacher shall have the right to request and be transferred to that position. If more than one teacher requests the position, it shall be awarded on the basis of institutional seniority.

b. A teacher who possesses the qualifications for a vacant faculty position in another Department or Area or in the district shall receive preference over an external applicant in the filling of the vacancy. Preference in the hiring of an internal applicant over an external applicant for a vacant position is defined to mean that whenever credentials of both applicants are of generally the same quality regarding teaching experience and academic preparation, and/or occupational experience, the Board shall offer said position to the internal applicant.

2. Involuntary Transfers

No change in duty or campus shall be assigned without mutual consent and agreement of the teacher involved except when there shall be insufficient work in his Division/Department or Area to offer him a full load, as defined in Article XII, and he possesses the qualifications prescribed in IV.D. In the event it is necessary to transfer a teacher to another position within the district, and no volunteers are available, this shall be done in reverse order of institutional seniority at MCC. No teacher shall be required to transfer or accept added duties if his own Department or Area is at that time using non-bargaining

ARTICLE IV CONDITIONS OF EMPLOYMENT (Concluded)

2. Involuntary Transfers - Concluded

unit members for teaching duties for which he is qualified at times when he is available.

3. A faculty member who resigns a bargaining unit position to accept employment outside the bargaining unit, but at the College, shall be permitted to return to that position within one year. This provision may be renewed for up to two additional one year extensions if mutually agreed to by the individual and the supervisor. MCCFO seniority will not accrue to the individual while employed outside the MCCFO bargaining unit. The College shall not be required to hire a replacement during this period.

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

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

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

ARTICLE V TEACHERS' RIGHTS

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

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

ARTICLE V TEACHERS' RIGHTS (Continued)

1. The teacher shall be entitled to freedom of discussion within the classroom on all matters which he considers relevant to the subject matter under discussion.
2. The teachers of a discipline who teach a particular course shall have the right to collectively determine course content, course goals, course textbooks (which shall be adopted for the fall term and shall be continued for the following spring and summer terms), and the prerequisite skill levels for sequence courses.
3. The teacher shall be entitled to use any materials which he believes achieve the course goals agreed upon by the teachers who teach that course.
4. The teacher shall be free to use any methods or innovations of instruction which he feels achieve the best results and responses from his students. This provision includes the use of books and any other material furnished by the teacher.
5. The teacher shall be free to request any books, magazines, newspapers, or any other materials to be purchased by the library or his Department, or Area, without censorship, subject to budgetary limitations.
6. The teacher shall be supported with instructional resources and services appropriate to his instructional assignment and subject to budgetary limitations. Such resources and services shall include, but not be limited to, Research and Development, Learning Media, and Data Processing.
7. There shall be no administrative rules or regulations governing teachers' dress or appearance.
8. Involvement of any teacher in a systems, experimental, or other related approach, must be voluntarily assumed.
9. The teacher shall determine the method for evaluating the academic progress of his students and assigning grades upon the basis of the evaluation, provided, however, that the grades assigned shall be within the grading system adopted by the Board.
10. The presence of any mechanical monitor or communications device during the meeting of class shall be with the prior approval of the teacher concerned.
11. Only instructional administrators may be assigned the duty of verifying the performance of a teacher's responsibilities as defined in Article VI of this Agreement.

ARTICLE V TEACHERS' RIGHTS (Continued)

11. Continued

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

Evaluation of teaching effectiveness shall only be accomplished as specified in the evaluation procedure as outlined in Article XXXI.

12. There shall be no evaluation of one teacher by another except as authorized in the evaluation procedure in Article XXXI.

13. Patent and Copyright Policy

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

The use of College resources, materials and facilities for the development of any product for the purpose of personal gain may be undertaken only after agreement between the individual and the Board.

14. Teachers may voluntarily participate in college social, cultural, and professional activities.

- B. There shall be a personnel file maintained by the Board for each teacher. The personnel file for each teacher shall be centrally located. There shall be only one personnel file.

1. The teacher may add to his personnel file materials which attest to his proficiency and experience.
2. The teacher shall have the right upon request to examine the contents of his own personnel file, the only exclusion being confidential pre-employment credentials of an evaluative nature. Reprimands shall be removed from the personnel file after two (2) years if there has been no intervening disciplinary action.
3. No materials originating from a non-professional source shall be placed in the teacher's personnel file. Nor shall any materials, excepting letters of commendation, be added to the teacher's file unless the teacher has seen and initialed or otherwise acknowledged in writing that he has examined these materials and has been given the opportunity to respond in writing. The teacher's response will be included in his file. If he refuses to acknowledge such materials, it may be included in his file if evidence is appended that he was given the opportunity to acknowledge and respond. Unless a teacher

ARTICLE V TEACHERS' RIGHTS (Continued)

- B. 3. Continued
requests exclusion, any communication of a laudatory nature may be added to his personnel file without the requirement of acknowledgement.
4. At the teacher's request, the Board agrees to reproduce any materials in his personnel file for exclusive use by the teacher except letters of reference and other confidential pre-employment credentials of an evaluative nature.
5. Data confidentiality shall be guaranteed by limiting access to the information in a teacher's file to appropriate administrators. In all other cases a written waiver by the teacher shall be required. The file shall show on its cover, a complete and accurate log of who used the file and when. No transfer, transport or access of individually identifiable personal data shall be undertaken without every reasonable precaution having been taken to protect the security of the data from unauthorized sources.
- C. Disciplinary interviews, reprimands, or evaluations of a teacher must be held in private and shall remain confidential. The teacher shall be notified of the nature of such interview or meeting and be informed of his right to MCCFO representation. This right of notice and right of union representation attaches when the focus of an investigation shifts from a general investigation to a particular teacher. If the teacher chooses to have MCCFO representation, the administration may also elect to have representation present at the meeting. MCCFO shall be notified, in writing, of the nature and disposition of the case.
- D. Field Trip Policy
1. A field trip is construed to mean any educational activity which requires students and faculty members to leave the campus.
2. Field trips may be undertaken when approved by the instructional supervisor.
3. Where possible, the College will provide transportation for approved field trips.
- a. If transportation is not provided by the College, a faculty member may use his own vehicle upon receipt of a letter of authorization from the College.
- b. In the event that a faculty member used his own vehicle for a field trip, he shall be reimbursed for mileage at the uniform rate established by the College.

ARTICLE V TEACHERS' RIGHTS (Concluded)

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

ARTICLE VI TEACHER RESPONSIBILITIES

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

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

Classes shall normally meet at the times and places scheduled. If a teacher decides to temporarily change the meeting place of his class to another appropriate location, he shall give prior notification to his administrator. Permanent changes shall require approval of the administrator. Any change in meeting time for a class shall require administrative approval. Each teacher shall maintain adequate office hours weekly for academic assistance to and advising of students. At least five (5) hours per week shall be posted, as well as filed with the instructional administrator. Office hours shall be on campus, except as authorized by the administrator, and shall consist of not less than one-half hour per occasion. Care shall be taken not to schedule conflicting activities during these hours.

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

- B. The teachers who teach a particular course shall have the responsibility to specify in writing a collective statement of course content, course goals, and prerequisite skill levels for sequence courses. This collective statement for each College course must be filed in syllabus form with the instructional supervisor. Subsequently, all course syllabuses must be reviewed and, if necessary, revised by the teachers in the area who teach the course, every other academic year beginning with the year 1984. Teachers of each course in every area must demonstrate in a predetermined manner that such a review by them has taken place and file any revision with the instructional supervisor. A teacher shall, within two (2) weeks of request by his instructional supervisor, submit to the supervisor a course outline which demonstrates agreement with the collective statement of course content, course goals, prerequisite skills and course textbook selection.

ARTICLE VI TEACHER RESPONSIBILITIES (Concluded)

- C. The teachers in a discipline who teach a given course shall draft a single common list of textbooks approved for use in the course provided that such list shall, if any member of the discipline so desires, include one alternate but may not include any other text not actually required for use in at least one-fourth the number of sections of that course being taught by full-time faculty members in any given semester.
- D. The teacher has a responsibility to try to achieve course goals and to cover course content as collectively agreed to under the provisions given in Article V.A.2. Furthermore, the teacher has the responsibility to provide to each student in his classes, at the beginning of each term, written material that presents, but is not limited to, intended course goals or outline, potential grading standards and practices, and a tentative schedule of assignments and tests. These same materials shall, upon written request, be provided to the instructional supervisor.
- E. When instructional innovations are planned, the teacher, prior to implementing the innovation in the course, shall inform his instructional supervisor and those other teachers in the area who teach the course about the innovation and the method by which it shall be evaluated. Such innovations shall be carried out in a professional manner and within budgetary limits.
- F. Reasonable departmental non-teaching assignments and tasks, clearly defined by the instructional supervisor, shall be assumed on a voluntary basis; if no volunteers can be found, such tasks shall be equally distributed among the members of the Division, Department, or Area, according to a plan that is developed by the teachers in that Division, Department, or Area, and that provides for equitable and appropriate distribution of tasks among the teachers in the Division, Department or Area. If the teachers in the Division, Department, or Area do not agree upon a plan for the distribution of work within five (5) working days of a request for such a plan by a Division, Department, or Area administrator, the administrator shall make such task assignments as are necessary to get the work done.
- G. Coordinators of cooperative programs with student workloads have a responsibility to interview students, develop a placement for the students, supervise students by planning appropriate goals and reports, visit the student at the job site and/or campus, handle employer's evaluations and evaluate student progress.
- H. Area coordinators shall fulfill those responsibilities defined in the area plan in accord with Appendix H.

ARTICLE VII PROBATION AND PERMANENT STATUS

A. Contracts: Issuance and Termination for Probationary Teachers

1. The probationary period of new teachers, except as defined below, shall be two years. No teacher shall be required to serve more than one probationary period at Macomb Community College.
2. A new employee of the College falling within the bargaining unit will be given a one year probationary contract. This contract will be renewed for a second probationary year unless a charge including a request for dismissal is made against the holder of the probationary contract which is up-held by the Board after due process for reasons consistent with A.3. below. But no holder of a probationary contract will be dismissed or refused a second year contract for reasons arising solely from the evaluation procedure as defined in XXXI. If, in the opinion of the immediate supervisor, the first year probationary teacher's contract is not to be renewed he may make a written recommendation to the appropriate Vice-President no later than March 15. Due process as outlined in VII.B. shall then be initiated.
3. A probationary teacher who does not receive satisfactory recommendations may be placed upon a third year probation. The service of a probationary teacher shall not be terminated nor shall he be placed upon a third year probation except for reasonable and adequate cause or for failure to meet the standards established by the Departmental or Area evaluative procedures, or for a significant falsification of employment credentials after due process outlined in B. below.
4. If the employment of the probationary teacher is to be terminated, he shall be notified of the reason(s) for termination by the appropriate Vice-President when due process is initiated. If the College fails to notify said probationary teacher within the time herein limited, it is agreed that (a) a first year probationary teacher shall be employed for a second probationary year; or (b) a second year probationary teacher shall be granted permanent status.
5. On successfully completing his probationary contracts, the new employee shall be given a permanent contract.
6. A teacher hired to teach in a transfer program beginning with the fall semester, 1968, must have a Master's Degree before he is placed upon permanent status. If he does not have a Master's Degree at the end of his second year probationary period, he may be granted a third year's probation. A teacher of an occupational specialty may be required to meet criteria established by his Department or Area instead of the attainment of a Master's Degree as a condition of being granted permanent status.

ARTICLE VII PROBATION AND PERMANENT STATUS (Continued)

A. Contracts: Issuance and Termination for Probationary Teachers
(Continued)

7. The permanent contract shall be issued ten (10) days after the April Board meeting except when cancelled or delayed through the procedures of due process explained below.

8. Contract Continuation

a. A member of the bargaining unit holding a probationary contract receiving recommendations for permanent contract will be granted a permanent contract upon approval of the Board.

b. A member of the bargaining unit who has received a permanent contract will continue in the employ of the College unless specific charges shall be placed against him including a request for dismissal from the College. If such a charge is placed, the procedures shall conform to C.1.

B. Due process for contract termination of probationary teachers.

1. All charges against a member of the bargaining unit which include a request for dismissal of the member from the College at the end of his contract period or at the end of his contact year, except for recommendations not to grant permanent contract after evaluation, must be first submitted to the appropriate Vice-President who will initiate due process as explained below to determine the validity of the charge. The appropriate Vice-President shall begin due process by convening the Standards Committee within forty-eight (48) hours to hear the charge.

2. The Standards Committee shall meet for the following purposes:

a. To review the evaluation of a member of the bargaining unit holding a probationary contract who has been recommended for dismissal from the College at the end of his second or third probationary contract. In this case they shall determine:

(1) Whether or not an acceptable evaluation has been performed.

(2) Whether or not the evaluation process has been implemented.

(3) Whether or not the member was given written warning as provided in this document and adequate time and support in correcting the deficiencies that formed the basis for the recommendation for dismissal.

b. Whether there is reasonable and adequate cause for termination.

ARTICLE VII PROBATION AND PERMANENT STATUS (Continued)

B. Due process for contract termination of probationary teachers.
(Continued)

- c. Whether or not the evidence submitted warrants the dismissal of the member.
 - d. To hear a charge including a request for dismissal from the College against a probationary teacher on a charge which is not a part of the evaluation process.
3. At the conclusion of its hearings, the committee will prepare a written report no later than April 1. A copy of the written report and findings will be delivered by registered mail to the member of the bargaining unit concerned, the President of the College, and the President of MCCFO. This report shall be accompanied by all prior written materials in the case.
 4. The College will furnish a secretary to record and transcribe all hearings held by the committee.
 5. Upon receipt of the written report and findings of the committee, the President of the College shall proceed to determine whether the probationary teacher shall be discharged.

This determination shall include the opportunity for an appearance before the President. The decision of the President shall be final and binding.

C. Permanent Contract: Issuance and Termination

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

1. Discharge of a teacher under permanent contract may be only for reasonable and adequate cause, and after charges, notice and hearings as hereinafter provided. All such charges against a teacher shall be detailed in writing, signed by the appropriate Vice-President, and filed with MCCFO, the President and the teacher affected. In the event the President determines that charges should be pursued, he shall furnish the teacher with a written statement of his decision and shall provide for a private hearing to be held within no less than twenty (20) days after the filing of such charges before an arbitrator selected according to the rules and procedures of the American Arbitration Association from its list of accredited arbitrators. The decision of the arbitrator shall be final and binding unless such decision is contrary to law or the arbitrator exceeds his authority. The cost of arbitration shall be equally borne by the Board and by MCCFO.

ARTICLE VII PROBATION AND PERMANENT STATUS (Concluded)

C. Permanent Contract: Issuance and Termination (Concluded)

2. At the hearing before the arbitrator selected as hereintofore provided, both the teacher and the administration may be represented by counsel. Testimony shall be taken on oath or affirmation.
3. Any hearing held for the dismissal of a teacher as provided aforesaid must be concluded by a decision in writing within ten (10) working days after the termination of the hearing. A copy of such decision shall be furnished to the teacher against whom the charges have been placed and to the President within five (5) working days after the decision is rendered.

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

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

ARTICLE VIII PROCESSING OF COMPLAINTS

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

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

A. Substantive

1. Complaints must be written, dated and signed by the complaining party.
2. The charge of alleged misconduct or non-performance of duties must refer to actions taken in the performance of contractual obligations.
3. The administration may not solicit a complaint; however, a verbal complainant may be instructed as to proper written procedures.
4. The administration must refuse to accept any complaint which does not adhere to the substantive definition of a complaint contained herein.
5. Commencing with the first evaluative interview that the administration shall have with the faculty member, said faculty member shall be advised of the nature of the interview and his right to MCCFO representation two (2) working days prior to

ARTICLE VIII PROCESSING OF COMPLAINTS - (Continued)

A. Substantive (Concluded)

such an interview taking place. The representative for MCCFO shall be the grievance coordinator or his designee.

6. The administration may elect to have representation present during the complaint process. The representative shall be the Vice-President for Human Resources or his designee. The number of representatives for MCCFO or the administration shall not exceed two (2) unless by mutual agreement.
7. Care must be taken to preserve confidentiality during the entire process.

B. Procedural

1. Only the appropriate Vice-President or his designated representative may accept and process a complaint against a teacher.
2. The Vice-President or his designated representative must evaluate a complaint within fifteen (15) working days after receipt unless the faculty member and the Vice-President or his designee mutually agree to an extension. This evaluation may include an informal discussion between the Vice-President or his designee, the faculty member and MCCFO grievance coordinator or his designee. The faculty member and MCCFO must be given a three (3) day written notice prior to the meeting.
3. If the Vice-President or his designee decides that the complaint does not warrant further consideration, he shall destroy the complaint on or before the termination of the fifteen (15) day, or mutually extended, evaluative period.
4. If the Vice-President or his designee decides that the complaint warrants further consideration, the faculty member and MCCFO will be notified in writing of the charge and the nature of the alleged misconduct or non-performance of responsibility on or before the termination of the fifteen (15) working days, or mutually extended, evaluative period. At the same time, the faculty member and MCCFO shall be provided with a copy of the complaint in its original form as defined in VIII.A.1. and a written statement of particulars as to the administration's basis for proceeding with the investigation.
5. The faculty member and his MCCFO representative will have an opportunity for a meeting with the Vice-President or his designee to refute or resolve the charges. Such a meeting shall take place no later than ten (10) working days after the receipt of the written particulars. This period can be mutually extended.

ARTICLE VIII PROCESSING OF COMPLAINTS - (Concluded)

B. Procedural (Concluded)

6. If consultation with the Vice-President or his designee does not resolve the complaint, a confidential investigation of the facts shall be initiated no later than five (5) working days after the meeting described in 5. above, unless there is a mutually agreed extension. The investigation shall be terminated no later than ten (10) working days after the date of initiation, unless there is a mutually agreed extension. The faculty member may be represented by MCCFO during the course of the investigation.
7. If the Vice-President or his designee determines that the findings of the investigation do not substantiate the complaint, he shall destroy all written documents pertaining to the complaint within five (5) working days after the termination of the investigation and shall certify that action to the faculty member and MCCFO.
8. If the Vice-President or his designee believes that the investigation substantiates the complaint, he shall indicate within five (5) working days after the termination of the investigation whether appropriate disciplinary action will be taken. If action is to be taken, the faculty member shall be entitled to appeal to the Vice-President and the Vice-President for Human Resources. The faculty member may be represented by MCCFO during the appeal. The appeal shall not preclude opportunity to proceed according to Appendix D.
9. A complaint which is substantiated and subsequently filed in a teacher's personnel file shall be removed from that file and destroyed, together with all records maintained by the College of the investigation and subsequent discipline, two years after the original filing date, provided that there has been no substantiated recurrence of the behavior which has resulted in further disciplinary action.

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

- A. Teachers who are not bargaining unit members may be employed for specially funded programs. A specially funded program shall be defined as a program that receives at least 50% of its financing from non-college operating funds. Provisions of this Agreement not specifically enumerated herein shall not apply to teachers employed for specially funded programs.
 1. Seniority rights as specified in Article XXIX.A.1. and 2. shall not accrue to teachers initially employed under the provisions of this Article.

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

2. The salary and fringe benefits for all teachers working on such programs shall conform to program limitations but in no instance shall exceed the salary and fringe benefits of teachers covered by this Agreement.
 3. Teachers employed in specially funded programs shall not be used to replace bargaining unit members by performing any responsibilities or duties being performed by members of the bargaining unit.
 4. If a specially funded program becomes permanent (at the end of three years or earlier by Board decision), MCCFO and the Board will negotiate placement of all professional positions in the bargaining unit. Those positions determined to be in the bargaining unit will be posted and filled consistent with the terms of this Agreement.
- B. Temporary (non-permanent track) teachers may be awarded a contract for any period up to a maximum of one year. The contract may be renewed up to a maximum of two years. Temporary (non-permanent track) positions may be used for the following reasons: Leave of absence, significantly increased demand in certain programs and courses, experimental programs and courses, absence due to in-service training or special assignments, and coverage during the year in which a former faculty member has a right to return under Article IV.F.3. By mutual agreement between the appropriate discipline, Area, or Department faculty and the immediate administrator, the provisions of Article XXVII may be waived. In the case of a waiver, discipline, Area, or Department faculty shall recommend a candidate from the approved roster of part-time faculty. Articles IV.F.1., 2. and 4.; VII, XV, XVI, XVII, and XXVIII shall not apply to temporary (non-permanent track) teachers.

ARTICLE X RESIGNATION AND RETIREMENT

A. Resignation

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

ARTICLE X RESIGNATION AND RETIREMENT - Concluded

B. Retirement

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

ARTICLE XI COLLEGE CALENDAR

- A. The parties to the Agreement shall, during its effective period, negotiate a calendar for the succeeding academic year after the termination of this Agreement. This calendar shall be completed by March 1, and shall indicate the beginning and ending dates of all instructional periods, including semesters, trimesters, and summer sessions; any other days for which faculty attendance or performance is required and all recess days or periods.
- B. There shall be no alteration of this calendar except by mutual consent of both parties. See Appendix E.

ARTICLE XII TEACHERS' REGULAR WORKLOAD AND CLASS SIZE

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

A. Scheduling of Classes and Work Schedules

1. No less than sixty (60) calendar days prior to the published deadline date for submission of the Class Schedule to the Office of the Academic Vice-President and Provost, each Area shall be supplied with scheduling guidelines and shall then have thirty (30) days to submit recommendations regarding the Class Schedule to their immediate supervisor which he shall consider when drafting the course schedule of that Area. There shall be at least thirty (30) days between the deadline for faculty submission of recommendations on the Class Schedule for one term and the submission of recommendations on the Class Schedule for the subsequent term.
2. A similar opportunity will be made available to counselors, librarians, and Coordinators of Cooperative Programs in establishing their Area's work schedule. An Area's work schedule will not necessarily be built for a semester at a time.

ARTICLE XII TEACHERS' REGULAR WORKLOAD AND CLASS SIZE - Continued

B. Instructional Assignments

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

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

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

1. In the event the teachers of a Department or Area do not establish a system for determining the order of selection of assignments by October 1, the selection of assignment shall be based on Department or Area seniority. Should a tie in seniority occur, order of participation in the process of selection shall be settled by lottery.
2. If any classes of a teacher's regular assignment fail to materialize, that portion of his class load shall be completed under the terms of 5. below prior to the assignment of any classes to other persons.
3. The scheduling of full-time teachers' classes shall be accomplished prior to the assignment of any classes to other persons.
4. Teachers identified as MCCFO negotiators shall be scheduled according to the provisions of Article III.K.4.
5. All daily classes for any teacher shall be scheduled within a six (6) hour time interval. No teacher shall be required to teach more than three (3) consecutive hours without a break of at least one (1) hour, nor shall he be assigned a class before 10:00 a.m. on a day following a class assignment after 6:00 p.m. without prior agreement of the teacher involved. Failure to waive any of these provisions will not be considered in the evaluation process or as a condition of employment. Individual teachers for whom full teaching loads cannot be generated within the time limits as established above, shall not be required to teach after 6:00 p.m. for more than two (2) evenings per week. Provisions of this paragraph apply only to classroom teachers.

ARTICLE XII TEACHERS' REGULAR WORKLOAD AND CLASS SIZE - Continued

B. Instructional Assignments (Continued)

6. For those teachers whose regular assignment is thirty-five (35) hours per week, no individual shall be required to accept an assignment in excess of 8 hours per day nor two (2) evenings after 6:00 p.m. per week. In addition, no individual shall be required to accept an assignment that is split (excluding a one hour break for lunch or dinner). Failure to waive any of these provisions will not be considered in the evaluation process or a condition of employment.
7. The criteria for Inter-Campus/Divisional, Department/Area teaching assignments, to complete a workload, shall be a minimum accumulation of twenty (20) semester hours, at least fifteen (15) of which shall be graduate credits in the discipline to be taught or equivalent experience in occupational areas.
8. Prior to the time a teacher selects his regular assignment, he shall be advised of all sections being blocked.
9. Deviations from a teacher's regular workload may occur only if a class fails to materialize, or if mutually agreed between a teacher and his supervisor; however, bumping shall not be allowed where a teacher can complete his full workload from unassigned classes within his Area/Department/Division and consistent with Article XII.B.5. Errors in the Schedule of Classes shall not be binding.
10. Each faculty member must schedule his workload to be on campus for classes a minimum of three (3) days per week.
11. During Faculty Development and Organization days, all teaching faculty shall be on campus the same number of hours per day as regularly scheduled for non-teaching faculty (counselors, librarians, etc.) However, these hours must be scheduled between 8:00 a.m. and 5:00 p.m. The following tasks may be assigned according to the plan developed by each Area:
 - a. Curriculum development
 - b. Academic placement assistance
 - c. Other normal Departmental and/or Area tasks
 - d. Committee meetings

Meetings called by the administration during faculty development days shall be called in accordance with VI.A. and shall be for the purpose of conducting College business. All other meetings, assemblies, workshops, or lectures shall be voluntary, except for those scheduled jointly by the Standards Committee and the Academic Vice-President and Provost for the spring term Faculty Development Day.

ARTICLE XII TEACHERS' REGULAR WORKLOAD AND CLASS SIZE - Continued

C. Hour Load

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

1. Classroom Teachers

- a. For purposes of computing hour load, one credit hour shall be equal to one equated hour except as specified below:
- b. A teacher shall teach no less than fourteen (14) and no more sixteen (16) equated hours per semester. However, during the summer and fall semesters, a teacher in an overstaffed area may reserve one of his summer selections and/or up to two fall extra-contractual selections to apply in fulfilling the regular workload requirement for the spring semester. If these reserved credit hours are not used to fulfill the regular workload requirements, the teacher will be compensated for them at their appropriate rates as provided in Article XIV. The banking option may be exercised only one time during the term of this agreement.
- c. Trimester hours shall be equated to .88 of one semester hour for the purpose of determining faculty hour work-load.
- d. The regular workload for teachers on the trimester calendar shall total 36 credit hours annually, normally distributed as fourteen (14) credit hours weekly in the fall and winter trimesters, and eight (8) credit hours weekly in the spring trimester, or as sixteen (16), sixteen (16), four (4), respectively, at the teacher's option. However, no more than one-half of the teachers may select the second option and the extra-contractual limitations found in Article XIV.A.4. shall apply in either case. Other variations in the distribution of this workload can be arranged by agreement between the teacher and his instructional supervisor.
- e. Course contact hours which exceed credit hours shall be equated at eight-tenths (.8), except as provided hereafter.
- f. A contact hour is defined as a fifty (50) minute class session.
- g. Science wet lab sections as defined in Appendix C.11. shall be equated at 1.0 in recognition of the large classes scheduled in that area. This exception shall preclude such labs from participation in the student penalty pay.
- h. English composition classes shall be equated at one and one-third (1.33).

ARTICLE XII TEACHERS' REGULAR WORKLOAD AND CLASS SIZE - Continued

C. 1. Classroom Teachers (Continued)

- i. Where course contact hours are less than credit hours the equated hours for the course shall be equal to the contact hours.
- j. Directed studies shall be equated at two-tenths (.2) times the number of students enrolled.
- k. Team teaching shall be prorated on the basis of actual instructional time, based on the equated hours for the assignment being team taught.
- l. Combined sections of the same course shall be equated as follows:

2 at 1.5 3 at 1.8 4 at 2.0

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

- m. When different courses are intentionally combined in the same section, the following limitations will apply:
 - (1) The courses shall be highly similar in nature.
 - (2) No more than three (3) courses shall be combined in any such section.
 - (3) The maximum number of students enrolled in such a section shall not exceed twenty-eight (28).
 - (4) Teacher credit for such combined sections shall equal the highest credit granted for one of the courses.
- n. Directed studies, team teaching, and combined sections as specified in j., k., l., and m. above shall require the consent of the teacher(s) and the approval of the Instructional Dean.
- o. Entire sections shall be taught by a single teacher unless team teaching is agreed to by teachers who teach the course and is authorized by the Instructional Dean.
- p. Lecture portions of Nursing courses shall be scheduled as section(s) separate from the clinical/laboratory portion(s) of those courses. Such lecture sections shall have equated hours equal to contact hours. Clinical/laboratory sections shall be equated at .9 equated hours per contact hour.

ARTICLE XII TEACHERS' REGULAR WORKLOAD AND CLASS SIZE - Continued

C. 2. Counselors, Librarians, Apprentice Coordinators, and Research Assistants.

- a. The workload of counselors, librarians, Learning and Academic Assessment Centers teachers, apprentice coordinators, and research assistants shall be thirty-five (35) hours per week exclusive of lunch hours. Holidays and recesses shall be determined by the instructional calendar.
- b. The system for determining the workload shall be in accordance with XII.B.6.
- c. There shall be provided an eight (8) week rider to the basic contract of librarians who had ten (10) week riders during 1971-72. Compensation shall be at the teacher's hourly rate. This eight (8) week employment shall normally be available during the summer period. However, the immediate supervisor may assign a portion of this employment during the recess periods shown on the academic calendar. This assignment shall be made no less than thirty (30) days before the work is expected to be performed.
- d. The work schedule for counselors shall be either a 44-week period or a 34-week period. Counselors may select either option but no more than 30% may select the 34-week schedule. The selection of this option must be given to the appropriate administrator by August 1 of each year. Counselors selecting the 34-week option will have the same schedule as the negotiated academic calendar.
- e. Counselors having the 44-week option will be scheduled for any 44 weeks during the calendar year excluding holidays and the time between Christmas and New Year's Day and each will be allowed to schedule at least two (2) weeks off between the end of the Spring term and the start of the Fall term. Normally, the 44-week option shall consist of 219 duty days. However, when a recess or holiday (except Christmas Eve, Christmas, New Year's Eve, and New Year's Day) observed by the College falls during a scheduled workweek, a full week (5 duty days) will be credited. If any of the foregoing enumerated holidays fall during a scheduled workweek, the duty days displaced by the holiday(s) from the normal 5-day work-week will be made up at a different time.

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

Schedules will be made known to the 44-week counselors for a minimum of a semester at a time. Each counselor will select, according to the Area plan, a master schedule

ARTICLE XII TEACHERS' REGULAR WORKLOAD AND CLASS SIZE - Continued

C. 2. Counselors, Librarians, Apprentice Coordinators, and Research Assistants. (Continued)

- e. (individual workload) for each semester. These will be coordinated by the scheduling coordinator. Any variation from this master schedule must be approved by the immediate administrator.

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

- f. The regular workload of counselors, librarians, and research assistants shall not include classroom teaching except as provided in Appendix F.C.2.d.

3. Coordinators of Cooperative Programs

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

- a. If there are insufficient students to comprise a full load for a full-time coordinator, the equated hours for those students comprising a portion of the regular load shall be computed at three-tenths (.3) times the number of students.
- b. The provisions of Article XII.C.1.1. (combined sections) and e XII.D.1. (productivity pay) shall not apply to cooperative education.
- c. In the technical cooperative education area teachers employed as full-time cooperative education coordinators during the 1976-77 academic year may exercise either of the following options as determined by the area plan for that Area:
 - 1) One of the cooperative education coordinators shall be responsible for all seminars in the Area and shall have a student load of thirty-five (35) students. The other coordinator shall have a student workload of not less than fifty (50) nor more than sixty (60) students.
 - 2) Each of the coordinators of cooperative programs in the Area shall teach a seminar (or seminars) and shall have a student workload of forty-five (45) students.

ARTICLE XII TEACHERS' REGULAR WORKLOAD AND CLASS SIZE - Continued

4. Internship-Clinical-Service Coordinators

The workload of the Internship-Clinical-Service Coordinators shall be 35 hours per week exclusive of lunch hours, and reasonably distributed over the five-day period except for holidays and recesses.

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

D. Student Load

1. The average number of students in the classes taught under the teacher's basic workload shall not exceed twenty-eight (28) based on class count at the end of the third week of the semester or term. In the event the average exceeds twenty-eight (28), the teacher shall receive as a productivity payment, consistent with the schedule of Appendix B, the amount of six dollars (\$6.00) per student credit hour for the excess number of students over the average as defined above. Extra-contractual and summer classes shall not be included in the computation of productivity pay.
2. Speech, Reading, Business Communications, and English composition classes shall not exceed twenty-eight (28). Creative writing classes shall not exceed thirty-two (32).
3. Consistent with the timelines in XII.A., other variations in student load may be cooperatively established between the faculty an Area or Department and the instructional supervisor, with the approval of the Academic Vice-President and Provost.
4. Experimentation by the individual teacher in class size, methods of instruction and media shall be encouraged and recognized provided it is within budgetary limitations, and with approval of the instructional supervisor and Academic Vice-President and Provost.
5. The number of students in laboratory classes shall not exceed the number of available work stations.
6. Compensation of teachers authorized to perform technical laboratory maintenance shall be at the rate of ten dollars (\$10) per hour. This compensation is excluded from the provisions of Article XIV.A.4.

ARTICLE XII TEACHERS' REGULAR WORKLOAD AND CLASS SIZE - Concluded

D. Student Load (Concluded)

7. The provision of assistants for science laboratories shall be continued.

ARTICLE XIII TEACHING FACILITIES

- A. The Board shall provide each teacher, subject to budgetary limitations, ample office space and equipment which is necessary to carry out activities which clearly relate to teaching duties. In addition to the usual office supplies, teachers shall have access to resources available such as typewriters, calculators and duplicating machines. The objective is the two person office with appropriate individual equipment for each teacher. All new facilities shall be built with offices designed for no more than two persons and no more than two persons shall be assigned to these offices without agreement between the immediate supervisor and teachers involved. No person(s) shall enter a teacher's office without permission of the teacher except in an emergency or for normal cleaning and maintenance.
- B. The Board shall continue to provide office facilities for the counseling of students which afford the highest degree of privacy.
- C. The Board shall provide at no charge, year-round, well maintained, well lighted and patrolled parking lots limited to full-time staff and conveniently located on each campus.
- D. The Board shall maintain for the exclusive use of the professional staff, well equipped lounging, dining and rest areas.
- E. The Board shall provide a separate reading room in the South Campus Library and a reading area in the Center Campus Library exclusively for use of the professional staff for research and in-library reading. These rooms or areas shall not be used, however, as substitutes for regular offices.
- F. The teachers shall have the right to use the school mailing facilities for intra-campus and outside mailing purposes. Postal charges borne by the College are limited to non-personal mail. Teachers' mail shall not be opened and the mailboxes of teachers shall not be disturbed under any circumstances by unauthorized persons. The use of College mailing facilities shall be for College related business only.
- G. Adequate secretarial services shall be provided for each Department or Division.
- H. Classrooms shall be quiet, well-equipped, well-lighted and shall be assigned according to the needs of the class to be taught in the rooms. Rooms must conform to safety and fire regulations which determine the number of students for any allocated room space.

ARTICLE XIII TEACHING FACILITIES (Concluded)

I. The Board shall make arrangements for a well equipped area on each campus where illness or injuries which occur on College premises can be adequately treated. The College shall maintain the services of a staff nurse on the South Campus. Clearly defined procedures to guide teachers in the handling of emergencies shall be provided by the appropriate Vice-President of each campus.

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

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

A. Extra-Contractual Assignments

1. Teachers employed for extra-contractual assignments as defined in Appendix C.13. shall be paid at the rate of 1/50 of their basic annual salary per equated hour taught, consistent with the provisions of Article XII.C.
 - a. A teacher whose regular workload is in the range of fourteen (14) to fifteen (15) equated hours shall be paid for equated hours taught in excess of fifteen (15) at the extra-contractual rate.
 - b. A teacher whose regular workload is in the range of fifteen (15) to sixteen (16) equated hours shall be paid for any additional equated hours in excess of regular workload at the extra-contractual rate.
 - c. A teacher whose regular workload exceeds sixteen (16) equated hours shall be paid for those equated hours in excess of fifteen and one-half (15-1/2) or sixteen (16), at the teacher's option, at the extra-contractual rate.
 - d. If a teacher's basic annual salary exceeds the regular maximum provided in Appendix A.3., then the rate per equated hour shall not exceed 1/50 of that regular maximum. That is, longevity increments shall not be used in calculating extra-contractual pay.
2. Teachers as defined in Appendix C.3. performing extra-contractual services other than classroom instruction shall be compensated at three-fifths (3/5) of their hourly rate computed on the basis of a thirty-five (35) hour week except as provided below:
 - a. Counselors selecting the forty-four (44) week work schedule provided in Article XII.C.2.d. shall be paid in accordance with that Article.

ARTICLE XIV EXTRA-CONTRACTUAL, SUPPLEMENTAL, SUMMER AND REASSIGNED TIME ASSIGNMENTS (Continued)

A. Extra-Contractual Assignments (Continued)

- b. Librarians with eight (8) week riders as provided in Article XII.C.2.c. shall be paid for that time at 90% of their hourly rate. Librarians without such riders will be compensated for their first eight (8) weeks of extra-contractual work at 90% or hourly rate.
 - c. Apprentice coordinators shall be paid at 90% of their hourly rate for up to eight (8) weeks of work during the period from the end of the spring semester to the beginning of the fall semester.
 - d. For the purposes of sub-section a., b., and c. above, if the teacher's basic annual salary exceeds the regular maximum provided in Appendix A.3., then the hourly rate for that teacher shall be calculated using the regular maximum. That is, longevity increment shall not be used in calculating extra-contractual pay.
3. Each teacher shall have the right to accept or reject at his option any and all extra-contractual assignments. The Board shall not obligate a teacher to assume an extra-contractual assignment without prior written consent of the teacher involved nor shall the Board or any administrator impose a condition on any individual that his employment is contingent upon willingness to accept an extra-contractual assignment.
 4. A teacher may select extra-contractual assignments within the limits of availability; but shall be limited to twenty-two (22) equated hours annually, and no more than ten (10) equated hours in any one term.
 5. All extra-contractual assignments must first be offered to full-time teachers before being offered to non-bargaining unit personnel. Each Department or Area shall develop its own plan by which priorities in assignments shall be determined.
 6. The availability of all extra-contractual assignments shall be made known by posting in the respective divisions as soon as possible. Offerings of the division of continuing education shall be made public by posting in each division one week prior to the start of such assignments.
 7. The limitations of A.4. above may be exceeded by the following options:
 - a. If an extra-contractual load is below the annual limit or the term limit and the selection of an additional class (but not exceed a third selection) would cause either of those limits to be exceeded, then that class may be selected. The amount by which this selection exceeds the limits of A.4.

ARTICLE XIV EXTRA-CONTRACTUAL, SUPPLEMENTAL, SUMMER AND REASSIGNED TIME ASSIGNMENTS (Continued)

7. a. (Continued)

above, shall be paid at the maximum of the part-time rate. This option may be exercised only one time annually.

b. If an extra-contractual load is below the term limits and the selection of an additional class (but not to exceed a third selection) would cause the term limits to be exceeded, then that class may be selected. The amount by which this selection exceeds the limits of A.4. above, shall be paid at the maximum of the part-time rate. This option may be exercised in both the fall and spring terms as long as the total of these does not exceed the annual limit of twenty-two (22) equated hours and the teacher does not teach during the summer term.

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

B. Summer Assignments

1. Classroom teachers employed for all or a portion of the time from the end of the regular spring semester to the beginning of the fall semester shall be paid at the rate of three one-hundredths ($3/100$) of their basic annual salary per equated hour taught. However, this amount shall not exceed one-fiftieth ($1/50$) of the regular maximum. This rate shall also apply to all trimester courses beyond the regular workload during the summer trimester.
2. Those employed for a thirty-five (35) hour week such as counselors, librarians, and teacher coordinators of work programs, shall be employed consistent with the provisions of XII.C.2. These teachers shall be compensated as provided in A.2. above.

ARTICLE XIV EXTRA-CONTRACTUAL, SUPPLEMENTAL, SUMMER AND REASSIGNED TIME ASSIGNMENTS (Continued)

B. Summer Assignments (concluded)

3. All summer assignments must first be offered to full-time teachers before being offered to non-bargaining unit personnel.
4. All full-time teachers have the right to teach summer session courses consistent with the limitation in A.4. above and within the limits of class availability. Each Department or Area shall develop its own plan by which priorities in assignments shall be determined.
5. The availability of summer assignments shall be made known by posting in the respective Divisions as soon as possible.
6. The equated hours for coordinators of cooperative programs shall be prorated consistent with the length of the assignment and with A.8. above.
7. During the summer session no class shall be scheduled for longer than eight (8) weeks.

C. Supplemental and Reassigned Time Assignments

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

1. The granting of reassigned time and the issuance of supplemental assignments for the coordination and performance of necessary activities related to the instructional program of a Department or Area shall be subject to the approval of the instructional supervisor upon the submission of a documented request by a teacher or the teachers of that Department or Area. Denial of the request on any administrative level shall be accompanied by a written rationale. A method for distribution of reassigned time, or supplemental assignments requested, shall be included in the original proposal.
2. A teacher may not assume supervisory or administrative duties under reassigned time arrangement or supplemental assignments.
3. A teacher shall be informed in writing of the full requirements of any supplemental non-teaching services prior to the signing of a supplemental agreement. The provision outlined in XIV.A.4. shall not apply to supplemental contracts.

ARTICLE XIV EXTRA-CONTRACTUAL, SUPPLEMENTAL, SUMMER AND REASSIGNED TIME ASSIGNMENTS (Concluded)

C. Supplemental and Reassigned Time Assignments (Concluded)

4. Teachers employed for supplemental assignments as defined in Appendix C.14. of the Agreement shall be paid at a rate mutually agreeable between the employee and the employer and commensurate with rates prevailing in the community for such professional skills.

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

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

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

E. Special Assignments

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

ARTICLE XV PROFESSIONAL GROWTH

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

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

ARTICLE XV PROFESSIONAL GROWTH (Continued)

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

ARTICLE XVI PROFESSIONAL LEAVES OF ABSENCE

A. General Provisions

1. Professional Leaves shall be limited to:
- a. Compensable
 - (1) Sabbatical Leaves or Retraining Leaves
 - (2) Leaves for Exchange Teaching
 - b. Non-Compensable
 - (1) Advanced Study Leaves
 - (2) Leaves for Foreign country or Military School Teaching
 - (3) Grants or Fellowships
2. Professional Leaves of Absence, excluding Sabbatical Leaves, may be granted permanent status teachers. Such leave and extensions thereof shall be subject to the approval of the Board upon recommendation of the President.
3. Upon return from a Professional Leave, a teacher shall be placed at the same level of the salary schedule which he would have achieved had he not taken a Professional Leave.
4. Requests for extension of a Leave of Absence must be made in writing at least sixty (60) days before the termination of leave. Failure to request an extension shall constitute termination of leave. Failure to return to employment upon termination of leave shall constitute termination of employment.
5. Benefits or rights accumulated by a teacher prior to the effective date of the Leave of Absence shall be carried forward and credited to the teacher upon his return.

ARTICLE XVI PROFESSIONAL LEAVES OF ABSENCE (Continued)

A. General Provisions (Continued)

6. Teachers who have been on a Professional Leave may be considered for another Professional Leave after they have returned for one (1) year.
7. Application for Professional Leave other than Sabbatical must be filed with the Director of Personnel and Benefits no later than fourteen (14) weeks preceding the semester or trimester that the leave shall become effective. Application for Sabbatical Leave, together with a plan of work, must be filed with the Sabbatical Leave Committee not later than March 15 of the academic year preceding the academic year for which the leave is requested. In computing the times for the application of all Professional Leaves, the time between the end of the spring term and the beginning of the fall term shall be excluded. Pertinent dates herein shall be published by the Director of Personnel and Benefits during the first month of the fall term.
8. The Director of Personnel and Benefits shall notify the teacher of the expiration of his leave ninety (90) days preceding the expiration date. The teacher shall forward his intent to return sixty (60) days prior to the beginning of the semester or trimester in which he intends to resume his teaching duties.

B. Compensable Leaves

1. Sabbatical Leaves

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

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

ARTICLE XVI PROFESSIONAL LEAVES OF ABSENCE (Continued)

B. 1. Sabbatical Leaves

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

<u>Years of Active Service at MCC</u>	<u>Percent of Year's Salary</u>
	50% 2 Semesters
7	100% 1 Semester

- c. Subject to all other applicable general provisions relating to leaves contained in this Agreement, not inconsistent herewith, the percentage of salary shall be based on the salary that would have been paid the teacher had he continued on a regular teaching assignment. Compensation while on Sabbatical Leave is limited to the appropriate percentage of contractual salary. Special arrangements for payment of salary will be considered upon application for Sabbatical Leave.
- d. Any teacher granted a Sabbatical Leave agrees to return to teaching service with Macomb Community College for at least one (1) academic year following the period of Sabbatical, unless this obligation is waived or deferred in whole or in part by the Board. Seniority to qualify for eligibility for further Sabbatical leave shall include only the years of active employment worked subsequent to return from Sabbatical Leave.
- e. If a request for Sabbatical Leave is disapproved or denied by the Sabbatical Leave Committee, the President or the Board, the teacher shall receive reasons for denial in writing by the party taking such action.
- f. A teacher who does not return to Macomb Community College for a period of at least one (1) year after completing his Sabbatical Leave shall reimburse the Board for all monies received from it during such leave. A teacher granted Sabbatical Leave shall not accept employment while on leave without the approval of the President. Scholarships and fellowships in approved colleges and universities or grants which do not interfere with the program of professional improvements are excepted.
- g. The total number of teachers approved for Sabbatical Leave annually shall be at least six (6) teachers if the number of applications recommended by the Sabbatical Leave Committee is sufficient. However, the number of available Sabbatical Leaves shall be reduced by the number of Retraining Leaves awarded according to XXVIII. B. on a ratio of two (2)

ARTICLE XVI PROFESSIONAL LEAVES OF ABSENCE (Concluded)

B. 1. Sabbatical Leaves (Concluded)

Sabbatical Leaves to one Retraining Leave. Upon exhaustion of Sabbatical Leaves for retraining, the College shall provide one Retraining Leave at full pay for one year. Retraining shall have priority over Sabbatical Leave. Recommendations of the Sabbatical Leave Committee shall be ranked in priority order and should include alternates who may be granted such leave if a higher ranked applicant does not accept, providing that the number of approved applicants is sufficient.

- h. The Sabbatical Leave Committee shall consist of five (5) teachers appointed by MCCFO.
- i. The Board shall notify the Sabbatical Leave Committee and each applicant of the disposition of his request for Sabbatical within thirty (30) days of receipt of the application, necessary plan of work, and the written recommendation of the Sabbatical Leave Committee.

2. Leaves for Exchange Teaching

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

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

C. Non-Compensable Leaves

1. Advanced Study -- Occupational Skill Upgrading Leave

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

2. Leaves for Foreign Country or Military School Teaching

A teacher may be granted leave for Foreign Country or Military School teaching.

3. Grants or Fellowships

These leaves may be granted for grants and/or fellowships which relate to the teacher's professional competence or to his work.

Such leaves may be granted for up to three (3) years and may be renewed annually subject to submission of verification of satisfactory progress.

ARTICLE XVII - PERSONAL LEAVES

A. General Provisions

1. Requests for Personal Leaves and extensions shall be submitted to the Director of Personnel and Benefits and are subject to the approval of the Board upon recommendation of the President.

The teacher shall be notified in writing of the Board's decision within ten (10) working days.

2. Personal Leaves shall include the following leaves:

- a. Health Leaves due to Physical or Mental Causes.
- b. Leaves to Care for Ill Members of Immediate Family
- c. Childbirth, Childcare, Adoption, and Fostercare Leaves.
- d. Military Leaves
- e. Leaves of Public Service
- f. Mutual Consent Leaves

3. A teacher returning from Personal Leave shall have the right to return at the beginning of a term provided that a teacher shall give notice of his intention to return at least one hundred twenty (120) days before the start of that term. A teacher returning from Personal Leave of one semester or less shall have the right to return to the Department/Area from which he left. The Director of Personnel and Benefits shall notify the teacher of pertinent dates.
4. Upon return, a teacher on Personal Leave shall receive any negotiated general salary increase granted, excluding increments (except as provided in paragraph E. for which service increments shall be awarded). Such salary shall be in effect one (1) year from date of return, subject to change due to earned increments occurring during the one year period following return and any further negotiated general increase.
5. Benefits or rights accumulated by a teacher prior to the effective date of the leave of absence shall be carried forward and credited to the teacher upon his return, consistent with the terms of this Agreement.
6. Benefits to teachers on Personal Leave are limited to those stipulated in this Agreement.

B. Health Leaves

1. Health Leave not falling within Sick Leave Policy may be granted. Such request shall be in writing and shall be accompanied by a written diagnosis by the attending physician. Such Health Leave may be considered for renewal annually.
2. Requests for extensions of such leaves or notice of intention to return must be made at least sixty (60) days prior to the termination date of the leave, provided that the applicant's

ARTICLE XVII - PERSONAL LEAVES (Continued)

B. 2. Health Leaves (Continued)

statement of medical probability that he will be fit to return satisfies the requirement of notice. Failure to return after termination date of the leave will constitute termination of employment. Notice of intention to return must be accompanied by a doctor's statement attesting to the teacher's fitness.

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

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

D. Childbirth and Childcare Leave

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

E. Military Leaves

1. A teacher who is conscripted, or who enlists while eligible for conscription, or joins the Peace Corps in lieu of conscription, shall be reinstated as a regular teacher with full credit including annual increments under the salary schedule.

ARTICLE XVII - PERSONAL LEAVES (Concluded)

E. Military Leaves (Concluded)

2. Increment credit for Military Leave shall not extend beyond the time of original enlistment or beyond the time necessary to discharge the teacher's military obligation.
3. When a teacher must take temporary Military Leave (not to exceed fourteen [14] school days) during the school year, the Board shall compensate the teacher involved for the difference between the teaching pay and the military pay and shall provide a substitute for his position, if necessary, without loss of pay; however, all reasonable efforts by the teacher must be pursued to arrange leave during the summer.

F. Leaves for Public Service

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

G. Mutual Consent Leave

A Personal Leave may be granted to a teacher upon his request when it is mutually agreeable to the teacher and the Board.

ARTICLE XVIII PERSONAL BUSINESS LEAVE

- A. Each teacher will be allowed up to five (5) days (non-cumulative) per year for personal business. Personal business may not be taken immediately preceding or immediately following holidays or recess periods for the purpose of extending such periods. A Report of Absence Form must be submitted per present operating procedures, except at no time shall a teacher be required to reveal the nature of such personal business. Computation of days to be deducted for personal business shall include the first and last day of personal business and all intervening faculty duty days.
- B. A teacher will be allowed up to five (5) days funeral leave for each bereavement in his immediate family. A Report of Absence Form must be submitted per present operating procedures.
- C. Upon timely request of the teacher, and with the approval of the immediate instructional supervisor, temporary substitutes shall be provided for teaching duties ordinarily assumed by the absent teacher during a Personal Business Leave Day.
- D. A teacher employed at any time other than the beginning of the fall semester shall have his Personal Business Leave Days pro-rated for the period of employment of the academic year.

ARTICLE XIX JURY DUTY

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

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

ARTICLE XX SICK DAYS

- A. Each teacher shall be credited with one day of Sick Leave for each month of employment for personal illness or injury. There shall be a maximum of twenty (20) accumulated sick days, except that a teacher may use sick days accumulated prior to September 1, 1968, to maintain his allowance of twenty (20) accumulated sick days. Sick days may be used for child delivery. This provision shall not apply when an employee is on an approved leave.
- B. The Board shall notify each teacher at the end of each academic year of the number of his earned Sick Leave Days.
- C. The teacher shall provide a statement from a physician substantiating an absence due to illness of five (5) consecutive working days in order to be consistent with requirements of the insurance carrier.
- D. Computation of days to be deducted from a faculty member's sick leave bank shall include the first and last day of illness and all intervening faculty duty days.

ARTICLE XXI METHODS OF COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Appendix A of this Agreement.
- B. Salary payments shall be computed and paid in one of the following methods at the option of the teacher:
 - 1. The annual salary shall be paid in twenty-six (26) equal bi-weekly payments (see Appendix B). This option shall remain in effect each year unless the Payroll Office is notified in writing prior to August 1.
 - 2. The annual salary shall be paid in twenty (20) equal bi-weekly payments, beginning with the first faculty pay date (see Appendix B). This option shall remain in effect each year unless the Payroll Office is notified in writing prior to August 1.

ARTICLE XXI METHODS OF COMPENSATION (Continued)

3. A teacher electing option 1. above, may, upon written request prior to May 1 of each year, receive the unpaid portion of his salary at the final pay date in May.
 4. Extra-contractual pay for semester classes shall commence on the fourth pay date of the semester and shall be paid over seven (7) or ten (10) consecutive pays, at the teacher's option. The current option shall remain in effect unless the Payroll Office is notified by the first day of classes for that semester. However, payments for extra-contractual selections made after the first faculty pay date shall be paid beginning no later than the second faculty pay date from the start of the assignment and shall be prorated over the pay dates remaining in the teacher's seven or ten-pay option for that semester.
 5. Extra-contractual pay for trimester classes shall commence on the third pay date of the trimester and shall be paid over seven (7) consecutive pays.
 6. Pay for summer semester classes shall commence no later than the second pay date after the start of the teacher's classes and shall be paid over the number of pay dates in the classes' duration or over the remaining number of pay dates in the academic year, at the teacher's option. The current option shall remain in effect unless the payroll office is notified by the first day of the class. Variations in these options shall be available to teachers who have filed a letter of retirement.
 7. Semester/trimester productivity pay shall be paid on the fifth (5th) pay of the semester/trimester.
- C. Teacher's pay will be mailed to their residence to arrive every other Friday.
- D. The teacher shall have the option to receive his pay at his division on the designated pay date provided he arranges this, in writing, with the College Payroll Office. The option shall be made at least three (3) weeks prior to the first faculty pay date, and any changes shall require a two (2) week written notification. Such changes will not be made for holiday pay periods.
- E. The Board shall authorize items eligible for payroll deductions. These items shall include all those required by law, all tax sheltered annuity (TSA) plans, which comply with IRS Code 403B (these shall be added by July 1, 1982), and others as may be mutually agreeable to MCCFO and the Board. Any individual payroll deductions shall require proper authorization by the teacher. Upon receipt of a signed authorization for deduction of membership dues and assessments of MCCFO from any teacher, the sum of said dues and assessments as established by MCCFO will be deducted from the regular salaries of such teachers and remitted to the Treasurer of MCCFO. The number of deductions will be agreed upon with the Business Office.

ARTICLE XXI METHODS OF COMPENSATION (Concluded)

- F. Salary errors will be adjusted upon detection and corrections made retroactive within legal limits.
- G. If it becomes necessary to contract professional service from any teacher, the rate of reimbursement shall be at the rate prevailing in the community for the type of professional skill sought by the employer. This service shall not affect the limits of extra-contractual assignments stated in Article XIV.A. 4. Acceptance or rejection of such an assignment will not be considered as merit on the teacher's record nor shall it be considered a condition of employment.
- H. The hourly rate for thirty-five (35) hours per week faculty shall be computed based on 169 days.
- I. No unilateral withholding of a paycheck or any portion thereof shall be permitted except for unauthorized or unreported absences, disciplinary suspension or resignation without notice. In the case of disciplinary suspensions, the pay of the individual will not be withheld unless there has been prior notice, a hearing through the grievance procedure and final adjudication of the matter. In the event the matter has not been adjudicated by the end of the academic year, the disputed salary shall be withheld.
- J. Payment for supplemental services will be made as specified in the supplemental contract detailing such services.
- K. Teachers will receive payments for extra-contractual and summer school teaching on a bi-weekly basis at the salary rates set forth in XIV.A. of this Agreement. Payment shall be made according to dates set forth in Appendix B of this Agreement.
- L. When transportation is required and not provided by the College, travel between campuses or on any College business after a teacher has reported to his first daily assignment shall be reimbursed at the established College rate. Travel reimbursements forms shall be submitted monthly.
- M. Compensation for temporary substitute teaching shall be paid at the rate of twenty dollars (\$20.00) per contact hour when requested by the supervisor and accepted by the teacher. Pay for substitute teaching will be granted only for absences which have been charged to the absent teacher's leave account.
- N. No compensation shall be paid to any faculty member except in accordance with the terms of this Agreement.

ARTICLE XXII CREDIT FOR PREVIOUS EXPERIENCE

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

<u>Years of Credit</u>	<u>Index to be Assigned</u>
0	1.00
1	1.04
2	1.08
3	1.12
4	1.16
5	1.20
6	1.25
7	1.30
8	1.35
9	1.40
10	1.45
11	1.50

B. The selection committee established in Article XXVII shall, as a part of its function, recommend the acceptable experience to be credited to each newly-employed teacher. The experience to be credited shall be at the discretion of the Board but shall not exceed the provisions of A. above.

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

D. The College may credit acceptable institutional service of other administrators who are successful applicants for a faculty vacancy at a ratio of two (2) years of credit for three years of non-teaching service, beyond eleven (11) years of credit and an Index of 1.5 but not beyond an Index of 1.8. This provision is limited to administrators or bargaining unit members employed at MCC prior to April, 1977.

ARTICLE XXIII INSURANCE

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

A. Life

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

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

B. Short-Term Sickness and Accident Insurance

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

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

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

During the time of total disability, there shall be excluded from the non-duplication offset any Social Security Benefits in excess of those in effect at the time of disability.

D. Accidental Death and Dismemberment

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

ARTICLE XXIII INSURANCE (Continued)

E. Medical Care Plan

1. Effective January 1, 1994, and each year thereafter, the Board shall provide each teacher with the following options in selecting health insurance coverage or a benefit in lieu of such coverage:
 - a. Michigan Blue Cross/Blue Shield Comprehensive Hospital semi-private MVF-1 with Master Medical plus Riders OB, ML, Prescription Drug, (\$1.25 OR \$10 co-pay), and IMB;
 - b. Michigan Blue Cross/Blue Shield Comprehensive Major Medical (CMM) with a \$100, \$250, or \$500 deductible and a \$10 co-pay prescription drug rider plus a cash/reimbursement benefit as defined in paragraph 5 (cash reimbursement benefit and \$250 and \$500 deductible options are not available to teachers hired after August 14, 1993);
 - c. Michigan Blue Cross/Blue Shield Blue Preferred Provider Program (PPO) with \$5 co-pay prescription drug rider plus a cash/reimbursement benefit of \$300 each year (cash/reimbursement benefit is not available to teachers hired after August 14, 1993);
 - d. Health Alliance Plan (HAP) with coverage not less than that provided in 1988-89 plus a cash/reimbursement benefit of \$500 each year (cash/reimbursement benefit is not available to teachers hired after August 14, 1993); or
 - e. A cash/reimbursement benefit of \$1,800 each year in lieu of any insurance. Proof of insurance is required for this option.
2. The coverage for which the Board will contribute under the foregoing may be, at the teacher's option, protection for (1) self alone or (2) self and family, including only spouse and eligible children nineteen (19) years of age and under, or (3) group coverage for qualified children over nineteen (19) years of age with the additional premium charge for such coverage to be paid by the teacher as a payroll deduction. However, the Board shall not be required to pay for two kinds of coverage for any teacher, either as a subscriber or dependent. For newly enrolling teachers, coverage shall begin after the prescribed waiting period of the provider selected.
3. The Board shall pay the annual premium for any insurance option selected by a teacher hired before August 15, 1993, minus the amount by which the premium exceeds the amount contributed by the Board for that option in the preceding year increased by a factor of 1.04. For a teacher hired after August 14, 1993, the Board will contribute an amount equal to its contribution for option b. (with a \$100 deductible) for the year (as limited by a factor of 1.04). In both cases, the difference between the

ARTICLE XXIII INSURANCE (Continued)

E. 3. (Continued)

premium and the Board's contribution shall be paid by the teacher by payroll deduction. In the event of a decrease in premium, the Board's contribution shall equal the premium unless or until the premium exceeds the Board's contribution in the year preceding the decrease increased by a factor of 1.04.

4. A teacher hired before August 15, 1993, who selects option b. shall be granted a credit equal to the Board's contribution for option a. (with the \$1.25 co-pay prescription rider) for the year. If the Board's contribution in a given year is less than that of the preceding year, the credit shall equal the credit granted in the preceding year.
5. As designated by the teacher, the cash/reimbursement benefit shall be paid in cash and/or as a credit to the teacher's medical expense reimbursement account. The cash/reimbursement benefit for a teacher selecting option b. for self alone shall equal 75% of the difference between the credit and the Board's contribution for the level of deductible selected in each year. The cash/reimbursement benefit for a teacher selecting option b. for two-party or family coverage shall equal 50% of the difference between the credit and the Board's contribution for the level of deductible selected in each year. In both cases, payment in cash is limited each year to an amount equal to the cash/reimbursement benefit shown for a teacher selecting option b. for self alone.

F. Dental Insurance

The Board shall provide Dental Insurance for all teachers and their dependents who qualify giving benefits no less than the Blue Cross/Blue Shield in effect during the 1988-89 school year with the \$50 deductible. The maximum Dental Insurance shall be \$1,000 per year per employee and/or dependent. The maximum orthodontic benefit shall be \$500 lifetime benefit per eligible dependent.

G. Workers' Compensation

Each employee shall be covered by the applicable Workers' Compensation Laws. In the event an employee is entitled to benefits under the Workers' Compensation Act, the difference between the Workers' Compensation Benefit and 65% of the teacher's basic contract salary will be paid him from his accumulated Sick Leave allowance which shall be pro-rata reduced.

The use of accumulated Sick Leave shall not exceed twenty (20) work days missed by the employee on Workers' Compensation during the employee's base contract year. Supplemental, Extra-Contractual and Special Services Payments shall not be made part of the salary off-set.

ARTICLE XXIII INSURANCE (Concluded)

H. Professional Liability

The Board shall provide Professional Public Liability Insurance in the amount of two hundred thousand (\$200,000) per teacher covering services rendered during the course of employment.

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

1. A teacher on Sabbatical Leave shall be provided with life, long-term disability, dental, and health insurance coverages as described above for the period of leave.
2. Teachers on extended Health Leave shall be provided with life, long-term disability, dental, and health insurance coverages as described above for the duration of this Agreement. The Board may require a statement from a physician attesting to the teacher's inability to work.
3. Teachers on Childbirth or Childcare Leave shall be provided with life, long-term disability, dental, and health insurance coverages as described above for the duration of this Agreement or until thirty (30) days after the birth of the child, whichever is later.
4. The liability of the Board shall be specifically limited to the provisions of 1., 2., and 3. above. Extensions of leave shall not extend these coverages. Teachers on other forms of Personal and Professional Leaves may elect to continue under the College health insurance, at the teacher's expense, subject to the limitations of the terms of the insurance contract.

ARTICLE XXIV OTHER FRINGE BENEFITS

A. Cost-of-Living Allowance

1. The Board shall make provision for cost-of-living allowance as hereinafter set forth.
2. The amount of cost-of-living allowance (COLA) shall be determined and redetermined as provided below on the basis of the Consumer's Price Index for All-Urban Consumers, published by the Bureau of Labor Statistics, Department of Labor (1982-84 = 100), and hereinafter referred to as the "Index."
3. The continuance of COLA shall be contingent upon the availability of the Index in its present form. However, if the Index is discontinued in its present form, the parties to this Agreement agree to reconvene negotiations to determine an equivalent method of computing COLA.

ARTICLE XXIV OTHER FRINGE BENEFITS (Concluded)

A. Cost-of-Living Allowance (Concluded)

4. The amount of COLA shall be the dollar equivalent of the percentage increase in the annual average of the Index, rounded to the nearest one-tenth of one percent, multiplied by the teacher's base salary. This percentage shall be determined by the following formula: $100 \times (Y1 - Y2)/Y2$, where Y1 equals the annual average of the most recent past calendar year and Y2 equals the annual average of the calendar year preceding the most recent past calendar year.
 5. The amount computed in 4. above shall be added to each teacher's base salary for the next year as provided in Appendix A.
- B. The Board shall reimburse each teacher up to fifty dollars (\$50.00) for expenses incurred by an annual physical examination. This exam shall be performed by a licensed physician of the teacher's choice. Each teacher further agrees to utilize his Blue Cross/Blue Shield or Health Alliance Plan coverage for all qualifying charges. Any unused portion of this fifty dollars (\$50.00) shall be used, upon the request of the teacher, to pay for dental expenses incurred (and not covered by coordination of benefits) to fulfill the deductible requirements of the dental insurance coverage provided in Article XXIII.F. of this agreement.
- C. The Board shall continue to provide teachers and their dependents with a waiver of tuition for all credit classes taken at Macomb Community College, but not registration and course related fees.

ARTICLE XXV CONFORMITY TO LAW

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

ARTICLE XXVI MATTERS CONTRARY TO AGREEMENT

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

ARTICLE XXVII SELECTION OF PROFESSIONAL STAFF

- A. Whenever a full-time teaching position is posted, an ad hoc committee of no fewer than five (5) teacher members shall review applications, interview candidates, and recommend appointees for each vacancy. This committee shall be established by means to be determined within each discipline or Area. When fewer than five (5) members of a discipline or Area are available for committee service the necessary additional teachers shall be selected from the parent Department, Area or like discipline at the other campus. The teachers of a discipline or Area shall have the right to initiate a request for hiring full-time teachers.
- B. Recommendations for full-time teaching positions shall be submitted within fifteen (15) days after expiration of the posting period, and shall include the names of the specific applicants preferred by the committee with written rationale to support their selections. A recommendation for appropriate Index as defined in Article XXII.A. shall be included for at least the first three preferred applicants listed in priority order. The committee's recommendations shall be recorded and forwarded to the immediate supervisor. In the event of a disagreement, both the committee's recommendation and the administration's recommendation shall be forwarded concurrently to the President and the Board.

ARTICLE XXVIII STAFF REDUCTION

A. Layoff

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

1. Layoff shall be implemented by identifying the discipline where over-staffing exists. The least senior employee of the discipline shall be laid off first. The President of MCCFO must be given prior notice of and an opportunity to discuss such layoffs through the Service Committee before they are implemented.
2. Bumping shall be permitted if the teacher is assigned to a discipline where layoff must occur and if said teacher is qualified to teach in another discipline or Department. A qualified teacher is one as defined in Article IV.D. of this Agreement.
3. When circumstances shall be appropriate, each teacher laid off as aforementioned shall be reinstated in inverse order of his placement on layoff.
4. Such re-employment shall not result in loss of status or credit for previous years of service.

ARTICLE XXVIII SELECTION OF PROFESSIONAL STAFF (Continued)

A. Layoff (Concluded)

5. No new appointments shall be made while there are available teachers laid off who are adequately qualified to fill the vacancies unless such teachers fail to advise the President of their acceptance of employment within fifteen (15) working days from date of notification by the President of positions available.

B. Staff Retraining

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

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

The Administration shall also provide, by February 15, a list of all disciplines for which retraining is possible, and the maximum number of Retraining Leave applications that would be appropriate for those disciplines. The President of MCCFO will also be provided with this information, as well as an opportunity to discuss this at Service Committee. MCCFO shall have the right to add probable over-staffed disciplines and positions to the list of said disciplines and positions.

2. Teachers in a discipline identified as overstaffed shall have until March 15 to apply for a Retraining Leave. This application shall include: 1) the discipline for which retraining is intended consistent with the list of disciplines established in 1. above, 2) a plan of study that would qualify the applicant for that discipline, 3) the amount of time, not to exceed two years, required to complete the plan of study, and 4) a schedule of periodic progress reports.
3. Application for retraining will be forwarded to the Sabbatical Leave Committee and the appropriate Vice-President. The Sabbatical Leave Committee will evaluate each Retraining Leave application to determine if it fulfills the requirements of 2. above. If there are enough approved applicants and enough leaves as provided in XVI.B., the number of Retraining Leaves awarded to members of a discipline shall be the same as the number of overstaffed positions in that discipline.

ARTICLE XXVIII SELECTION OF PROFESSIONAL STAFF (Concluded)

B. Staff Retraining (Concluded)

4. Progress reports shall be filed with the appropriate Vice-President. Lack of satisfactory progress in fulfilling the approved plan will result in immediate layoff without pay.
5. Retraining Leaves, excluding extensions, shall be at full pay. Extensions for a second year, without pay, may be granted upon application to the Board.
6. At the start of a Retraining Leave, the teacher shall be assigned, as a voluntary transfer for purposes of seniority, to the discipline for which he is training. After the first year of retraining and upon acquiring the qualifications specified in XII.B.7., the teacher will be allowed to select a workload in the discipline. However, the qualifications of IV.D. must be satisfied by the end of the Retraining Leave. Failure to complete IV.D. qualifications will result in layoff.
7. Any faculty member who is without a full load and not on a Retraining Leave is subject to the provision of Article XXVIII.A.
8. Faculty members on Retraining Leaves shall suffer no loss of seniority.
9. Faculty members returning from Retraining Leave shall have their base salary set at the amount it would have been if they had not taken a Retraining Leave.
10. Retraining Leaves shall be limited to permanent status teachers.
11. Exhaustion of the benefits provided herein shall satisfy the obligation of the College to provide compensable Retraining Leaves.

ARTICLE XXIX SENIORITY

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

ARTICLE XXIX SENIORITY (Continued)

B. Transfers and Seniority

1. A teacher who is transferred voluntarily or involuntarily shall suffer no loss of institutional seniority.
2. A teacher who voluntarily transfers to another Division/Department or Area shall have no accumulated Division/Department or Area seniority in the Division/Department or Area into which he transfers. However, his Division/Department or Area seniority shall be higher than that held by any probationary teacher in the Division/Department or Area.
3. A teacher who transfers voluntarily to another Division/Department or Area shall not lose the seniority accumulated in that Division/Department or Area from which he transfers. A teacher who voluntarily accepts a special assignment out-side of his Division/Department or Area, but remains in the bargaining unit, shall continue to accumulate seniority within his Department/Division or Area.
4. A teacher who is transferred involuntarily to another Division/Department or Area according to the provisions of IV.F. 2. of the Agreement, shall carry with him the Division/Department or Area seniority accumulated in the Division/Department or Area from which he is transferred.

C. A teacher shall have the right to return from the following leaves and his seniority shall be cumulative excluding extensions. In the event of the elimination of the position during the interim, institutional seniority at Macomb Community College shall be the determining factor in filling staff assignments for which the teacher is qualified. In addition, the teacher shall have the right to return to his Division/Department/Area provided the leave does not exceed one (1) semester and excluding Retraining Leaves.

1. Professional Leaves of Absences as described in XVI.A.1.
2. Military Duty
3. Maternity/Child Care
4. Long-Term and Short-Term Disability
5. Retraining
6. Involuntary Leaves of Absence (excluding disciplinary suspension)
7. Public Service
8. Mutual Consent Leaves (taken after January, 1982)

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

E. There shall be provided annually a seniority list of all full-time teachers which indicates date of hire as a full-time teacher, amount of institutional seniority and current Department/Division or Area seniority. Disputes concerning the accuracy of the list shall be filed with the Director of Personnel and Benefits within

ARTICLE XXIX SENIORITY (Concluded)

B. Transfers and Seniority (Concluded)

twenty (20) days of publication of the seniority list. Should there be no satisfactory resolution within twenty (20) days of the alleged inaccuracy, the teacher shall have the right to grieve the alleged inaccuracy of the said seniority list. If no grievance is filed within the twenty (20) days, the seniority list shall be conclusive on seniority rights.

ARTICLE XXX ABSENCE POLICY

An absence shall be construed to mean the failure of a teacher to meet his scheduled assignments including extra-contractual assignments and posted office hours. In case of approved Professional Leave, absences shall not be charged when a teacher's obligations are fulfilled under an arrangement of voluntary service by his fellow teachers.

- A. It shall be the obligation of the teacher to report any absence to his immediate supervisor(s) as soon as possible. It shall be incumbent upon the teacher to insure that appropriate forms and notification are completed and the bank charged identified in the reporting of the absence.
- B. Full-Day Absence - A full-day's absence shall be charged to the appropriate bank for any failure to meet all scheduled assignments during a particular day.
- C. Part-Day Absence - Where a teacher fails to meet a portion of his regularly scheduled assignments he shall be charged a half-day's absence if the portion missed constitutes one-half or less of the regularly scheduled day's assignments. If the portion of absence exceeds one-half of the regularly scheduled day's assignments, the teacher shall be charged a full day's absence.
- D. There shall be no charge to leave banks for days in which school is cancelled by the College because of inclement weather, acts of God, or civil disaster.
- E. Summer Absences - Teachers shall be allowed absences for illness, personal business or emergencies in accordance with the following table based upon the length of summer assignments:

1-2 weeks	-	1	day
3 weeks	-	1-1/2	days
4 weeks	-	2	days
5 weeks	-	2-1/2	days
6 weeks	-	3	days
7 weeks	-	3-1/2	days
8 weeks	-	4	days

ARTICLE XXXI EVALUATION OF PROFESSIONAL STAFF

A. Evaluation of Permanent Contract Teachers

1. The purpose of evaluations for permanent contract teachers is to ascertain the teacher's effectiveness in the performance of his profession.

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

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

2. Procedure

Evaluation process shall be once a year -- fall term for full-time teachers.

All teachers shall use student evaluations in three sections (two sections in a full load) which are chosen by the teacher. However, should the teacher be teaching outside his Area, one of those sections would be included.

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

B. Evaluation of Probationary Contract Teachers

1. The immediate supervisor will be responsible for convening the Evaluation Team for each new member of the bargaining unit holding a probationary contract. He will form such a committee on or before October 1.
2. The Evaluation Team shall consist of three (3) people--two (2) of whom shall be members of the bargaining unit on permanent contract. The third shall be the immediate supervisor, or his appointee. The bargaining unit members of the team will be chosen by the permanent members of the Division/Department.
3. The immediate supervisor shall call a meeting of the Evaluation Committee and the member of the bargaining unit being evaluated on or before October 15.
4. At this first meeting the Evaluation Committee will agree upon the method to be used.

ARTICLE XXXI EVALUATION OF PROFESSIONAL STAFF (Continued)

B. Evaluation of Probationary Contract Teachers (Continued)

5. The methods and time schedule for carrying out the evaluation will be reduced to writing and shall become an initial record of the work of the team. A record of all subsequent work by the team shall be preserved in writing and shall be included with its final appraisal of the professional effectiveness of the instructor being evaluated.
6. The first written report in the evaluation procedure must be completed by March 15. It shall be signed by all members of the Evaluation Team and the immediate supervisor if he was not a member of the team. In addition to all written records of the work of the team, it must include:
 - a. A statement of the methods and procedures used in the evaluation.
 - b. Who participated and when.
 - c. The appraisal of the member's professional effectiveness.

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

7. If the Evaluation Team has decided that the member of the bargaining unit evaluated is inadequate in some area which could lead to a desire on the part of the College not to renew his contract, they must communicate this concern to the member evaluated and to his immediate supervisor in separate written memorandum. This memorandum will not become a part of his personnel file. On receipt of the memorandum, the immediate supervisor must call a meeting including the Evaluation Team, the member evaluated, and the immediate supervisor at which steps will be considered that can be taken by the member evaluated to correct his inadequacies.
8. Following this required conference, the Evaluation Team shall undertake a second evaluation which shall be completed by December 15, of the second year of the probationary contract.
9. The second report of the Evaluation Team shall include a recommendation for the granting of permanent contract, a third year probationary contract, or a recommendation for separation from the College at the conclusion of the probationary contract.
10. A copy of the recommendation shall be delivered to the member evaluated, the Secretary of MCCFO and the immediate supervisor on or before January 1. If the Evaluation Team has recommended

ARTICLE XXXI EVALUATION OF PROFESSIONAL STAFF (Concluded)

B. Evaluation of Probationary Contract Teachers (Concluded)

10. separation from the College at the conclusion of the probationary contract, the immediate supervisor, after consultation with his Dean, will forward the recommendation, if he so desires, to the Professional Standards Committee as the first step in due process on or before January 15.
11. Dates used above or other such dates used in the Contract shall be appropriately adjusted if a member joins the College in the second semester of any academic year or at any other time not covered in this Agreement.
12. Any procedure employed in separation of any member of the bargaining unit from the College will be governed by due process.

ARTICLE XXXII DISTRICT SERVICE COMMITTEE

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

1. Faculty - Faculty membership of the district Service Committee shall be the President of MCCFO, a representative from the South Campus, and a representative of the Center Campus. One of the campus representatives shall be the Chief Negotiator for MCCFO.
2. Administration - Administrative representatives to the district Service Committee shall be the Chief Negotiator for the Board team, the Academic Vice President and Provost, and a designee of the President or their respective designees.

B. Functions

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

C. Procedures

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

ARTICLE XXXIII TERMINATION AND MODIFICATION

- A. This Agreement shall be effective as of August 15, 1996, and shall continue in full force through August 14, 1999, subject to conditions set forth herein.
- B. Either party may give written notice to the other of its desire to negotiate sections no later than March 1, 1999, but not prior to February 1, 1999.
- C. Collective bargaining meetings between the Board and MCCFO may be called during the term of the Agreement only through the request of one party and the consent of the other party for the purpose of negotiating amendments or modifications of the Agreement, but in no case shall these modifications or amendments become final until they have been ratified by the Board and MCCFO.
- D. Any amendments that may be agreed upon during the life of this Agreement shall become and be part of this Agreement without modifying or changing any other terms of this Agreement.

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

COMMUNITY COLLEGE DISTRICT
OF THE COUNTY OF MACOMB

MACOMB COMMUNITY COLLEGE
FACULTY ORGANIZATION

BY James M. Kelly
James M. Kelly
Chairperson, Board of Trustees

BY James P. Yizze
James P. Yizze
President

BY Albert L. Lorenzo
Albert L. Lorenzo
President

BY Bill Knott
Bill Knott
Chief Negotiator

BY William J. MacQueen
William J. MacQueen
Vice-President for
Human Resources

APPENDIX A Faculty Salary Schedule

1. The first year base salary for each newly hired teacher shall be computed according to the following formula: (Hiring Index X minimum salary = base salary). Thereafter the base salary shall be computed according to 2. below.
2. The base salary for each faculty member under contract at MCC during the 1995-96 academic year shall be computed as follows during the term of this Agreement:
 - a) 1996-97 base salary = 1995-96 base salary plus COLA (as computed in XXIV.A., but no less than 2.5 % and no more than 5.5 %) plus the annual increment of \$700 to the maximum 1996-97 salary provided in 3. below.
 - b) 1997-98 base salary = 1996-97 base salary plus a flat raise determined by multiplying the percentage rise in the C.P.I. (as computed in XXIV.A., but no less than 2.5% and no more than 5.5%) by the regular maximum salary for 1996-97, plus the annual increment of \$700 to the maximum 1997-98 salary provided in 3. below.
 - c) 1998-98 base salary = 1997-98 base salary plus COLA (as computed in XXIV.A., but no less than 2.5 % and no more than 5.5 %) plus the annual increment of \$700 to the maximum 1998-99 salary as provided in 3. below.
3. The salary range during the term of this Agreement shall be as follows:

1996-97	--	\$31,540	to	\$58,547*	+ Longevity Increment
1997-98	--	\$32,329	to	\$60,011*	+ Longevity Increment
1998-99	--	\$33,137	to	\$61,511*	+ Longevity Increment

Longevity increments to the maximum shall be as follows:

0 - 14 years at MCC	\$0
15 - 19 years at MCC	\$700
20 - 24 years at MCC	\$1,400
25 - 29 years at MCC	\$2,100
30 years at MCC	\$2,800

- * These regular maximums will be recalculated by increasing the regular maximum of the prior year by the percentage increase in the C.P.I. (as computed in XXIV.A. but no less than 2.5% and no more than 5.5%). The figures shown here are the result of using the minimum COLA of 2.5%. The regular maximum for each year will be recalculated and published by March 1 each year.
4. Each teacher shall receive annually \$700 as a salary increase until the maximum is reached. It is understood and agreed that in applying the foregoing, the last increase required to reach maximum may be less than the above amount.

APPENDIX A Faculty Salary Schedule (Concluded)

5. All faculty who are hired after the start of the academic year shall receive their initial salary and subsequent salary adjustments as follows:
 - A. Faculty members hired after the start of the academic year but before the end of the fall term will be paid a pro rata portion, based on the portion of the academic year worked, of their Index times that year's minimum salary. At the start of the next academic year their salary will be adjusted as if they had been employed for the entire preceding academic year.
 - B. Faculty members hired after the end of the fall term but prior to the end of the academic year shall be paid for the remainder of that academic year a pro rata portion, based on the portion of the academic year worked, of the Index times that year's minimum salary. At the start of the next academic year their salary will be adjusted by multiplying their Index times the minimum salary for that year. At the start of the following academic year, they shall receive the salary adjustment provided in Appendix A of the Agreement.

APPENDIX B Faculty Pay Dates

	<u>1996-97</u>	<u>1997-1998</u>	<u>1998-1999</u>
	1 August 23	August 22	August 21
	2 September 6	September 5	September 4
	3 September 20	September 19	September 18
ab	4 October 4	October 3	October 2
c	5 October 18	October 17	October 16
	6 November 1	October 31	October 30
	7 November 15	November 14	November 13
	8 November 29	November 28	November 27
	9 December 13	December 12	December 11
	10 December 27	December 26	December 25
	11 January 10	January 9	January 8
	12 January 24	January 23	January 22
b	13 February 7	February 6	February 5
a	14 February 21	February 20	February 19
c	15 March 7	March 6	March 5
	16 March 21	March 20	March 19
	17 April 4	April 3	April 2
	18 April 18	April 17	April 16
	19 May 2	May 1	April 30
	20 May 16	May 15	May 14
b	21 May 30	May 29	May 28
	22 June 13	June 12	June 11
	23 June 27	June 26	June 25
	24 July 11	July 10	July 9
	25 July 25	July 24	July 23
	26 August 8	August 7	August 6
d	27		August 20

a First Pay - Semester Extra-Contractual

b First Pay - Trimester Extra-Contractual

c Productivity Pay Dates

d During this year, faculty may elect to be paid in twenty-seven pays in addition to the options provided in Article XXI B.

APPENDIX C Definitions

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

APPENDIX C Definitions (Continued)

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

APPENDIX D Grievance Procedure

A. Definition of Grievance

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

B. Basic Procedures

1. As used in this Article, the term "teacher" shall also mean a group of teachers or MCCFO having the same grievance.
2. During the academic year, the time limits specified hereinafter shall consist of teacher duty days and may be extended by mutual consent of the parties specified in any grievance step. The following conditions shall prevail regarding timelines:
 - a. Only regular working days shall be counted: That is, Monday, Tuesday, Wednesday, Thursday, Friday.
 - b. No legal holidays or recess periods shall be counted. Days after the last duty day of a semester up to the first duty day of the following semester (the regular start for the majority of classes for the summer semester) shall be considered a recess period for this purpose and shall not be counted.
 - c. No days on which the school is officially closed shall be counted.
3. Failure at any step of the grievance procedure by the employer or its agents to give the required notification in each step or to make issue and communicate any decision within the specified time limits of the grievance procedure shall result in the grievance being considered to have been decided in favor of MCCFO based upon the remedy sought in the statement of the grievance.
4. Failure of MCCFO to appeal the decision to the next higher step within the proper time limits, shall constitute a withdrawal of the grievance and shall bar further action on the particular grievance.
5. Conferences and hearings held under this procedure shall be conducted at a time and place which will afford a reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such conferences and hearings are during school hours, all persons whose presence is required shall be excused without loss of pay for that purpose.

APPENDIX D Grievance Procedure (Continued)

6. Grievances shall be written, and filed on the official "Grievance Report" form.
Administrators shall file their written reply to each grievance on the official "Grievance Disposition" form.
7. A teacher who participates in any way in any grievance procedure shall not be subject to discipline or reprisal because of such participation.
8. All discussions shall be kept confidential during the procedural stages of the resolution of the grievance in the absence of agreement of the parties to the contrary.
9. Exclusions from grievance procedure are as follows:
 - a. Alleged grievances which purport to question the application of rights set forth in this Agreement over which the employer is given unilateral discretion.
 - b. Disputes which arise but which are specifically prohibited from this grievance procedure by the terms of any specific Articles herein.
10. Policy grievances shall be filed at Step 2 of the grievance procedure.
11. Step 0 and/or Step 1 can be bypassed if the administrator(s) at these steps do not have jurisdiction over the matter in dispute.

C. Steps of Grievance Procedure

- Step 0 The aggrieved teacher (or a designated teacher from a group having the same dispute) and/or MCCFO shall verbally present his dispute to his immediate supervisor within ten (10) working days after the cause shall have become known to the teacher.
- Step 1 In the event the dispute is not resolved through informal discussion, MCCFO may submit a grievance in writing to the appropriate Division Dean within twenty (20) working days after the cause of this grievance shall have become known to the teacher. The Division Dean shall within ten (10) working days give his decision and reasons therefore in writing to MCCFO.
- Step 2 In the event the grievance is not resolved at Step 1, MCCFO may submit the grievance in writing to the Vice-President for Human Resources within ten (10) working days of delivery of the decision. The Vice-President for Human Resources or his designee shall, within ten (10) working days, give his decision and the reasons therefore in writing to MCCFO.

APPENDIX D Grievance Procedure (Continued)

C. (Continued)

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

A copy of this demand for arbitration shall be filed with the Vice-President for Human Resources. The selection of the arbitrator shall be in accordance with AAA established rules and procedures.

In the event MCCFO shall fail to serve a written notice, the matter shall be considered as settled on the basis of the written disposition by the Vice-President for Human Resources.

The arbitral form here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

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

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

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

APPENDIX E Academic Calendars

1. The changes from the traditional calendars as shown in this Appendix shall be considered experimental. Either party may reopen these calendars for renegotiation if they serve notice in writing by February 1 of the preceding academic year.

2. The Curriculum Development day shall be devoted to curricular/service matters at the departmental level or lower. Each discipline shall develop its agenda of activities for that day. Each discipline will designate a member who will be responsible for coordinating the agenda with the Associate Dean and the faculty of the discipline. The Associate Dean may make recommendations of items for the agenda.

Calendars are on the following pages.

APPENDIX E1996-97 ACADEMIC SEMESTER CALENDAR (169 Duty Days)FALL, 1996

August 21-23	Flexible Development Days*
August 26-27	Organization Days
August 28	First Day of Classes
September 2	Labor Day
November 28-	
December 1	Thanksgiving Recess
December 21	Last Day of Classes
December 23	Flexible Development Days*

SPRING, 1997

January 13-14	Flexible Development Days*
January 15	Institutional Development Day
January 16-17	Organization Days
January 20	First Day of Classes
March 23-30	Spring Recess
May 17	Last Day of Classes
May 19-20	Flexible Development Days*

SUMMER, 1997

May 27	First Day of Classes
July 4-6	Independence Day Recess
August 9	Last Day of Classes

*Each faculty member on the Semester Calendar must select four (4) of these Flexible Development days annually or make other arrangements in consultation and agreement with his/her immediate administrator. Such arrangements may include academic advising, registration, high school visitation, educational articulation, developmental activities, articulation with counselors, student organization advising, and approved institutional activities.

	S	M	T	W	T	F	S
1996 Aug		12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
1996 Sep	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
1996 Oct	29	30	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
1996 Nov	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
1996 Dec	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
1997 Jan	29	30	31	1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
1997 Feb	26	27	28	29	30	31	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
1997 Mar	23	24	25	26	27	28	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
1997 Apr	30	31	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
1997 May	27	28	29	30	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
1997 Jun	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
1997 Jul	29	30	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
1997 Aug	27	28	29	30	31	1	2
	3	4	5	6	7	8	9

LEGEND

- = Flex days
- = Organization Day
- = Institutional Dev.
- = Class Days
- = Saturday Classes (not counted as duty days)

SUMMARY:

FALL SEMESTER

Org. Days = 2
 Dev. Days = 0
 Class Days = 80
 Duty Days = 82

Class Day Distribution

M	T	W	TH	F	S
15	16	17	16	16	16

SPRING SEMESTER

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

Class Day Distribution

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

Annual Flex Days = 4 of 8

ANNUAL DUTY DAYS = 169

APPENDIX E
(Continued)

1996-97 ACADEMIC TRIMESTER CALENDAR
APPLIED TECHNOLOGY ONLY

(219 Duty Days)

FALL, 1996

September 3	Organization Day
September 4	First Day of Classes
November 28-	
December 1	Thanksgiving Recess
December 14	Last Day of Classes

SPRING, 1997

January 6	Organization Day
January 7	First Day of Classes
January 15	Institutional Development Day
March 28-30	Easter Recess
April 19	Last Day of Classes

SUMMER, 1997

April 28	First Day of Classes
May 26	Memorial Day Recess
July 4-6	Independence Day Recess
August 9	Last Day of Classes

	S	M	T	W	T	F	S
1996 Aug	25	26	27	28	29	30	31
1996 Sep	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
1996 Oct	29	30	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
1996 Nov	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
1996 Dec	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
1997 Jan	29	30	31	1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
1997 Feb	26	27	28	29	30	31	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
1997 Mar	23	24	25	26	27	28	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
1997 Apr	30	31	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
1997 May	27	28	29	30	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
1997 Jun	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
1997 Jul	29	30	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
1997 Aug	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16

LEGEND

-  = Flex days
-  = Organization Days
-  = Institutional Dev.
-  = Class Days
-  = Saturday Classes (not counted as duty days)

SUMMARY:

FALL TRIMESTER

Org. Days = 1
 Dev. Days = 0
 Class Days = 71
 Duty Days = 72

Class Day Distribution

M	T	W	TH	F	S
14	14	15	14	14	14

SPRING TRIMESTER

Org. Days = 1
 Dev. Days = 1
 Class Days = 72
 Duty Days = 74

Class Day Distribution

M	T	W	TH	F	S
14	15	14	15	14	14

SUMMER TRIMESTER

Org. Days = 0
 Dev. Days = 0
 Class Days = 73
 Duty Days = 73

Class Day Distribution

M	T	W	TH	F	S
14	15	15	15	14	14

TOTAL DUTY DAYS = 219

FALL, 1997

August 20-22	Flexible Development Days*
August 25-26	Organization Days
August 27	First Day of Classes
September 1	Labor Day
November 27-30	Thanksgiving Recess
December 20	Last Day of Classes
December 22-23	Flexible Development Days*

SPRING, 1998

January 8, 9, 12	Flexible Development Days*
January 13-14	Organization Days
January 15	First Day of Classes
March 15-22	Spring Recess
April 9	Institutional Development Day
April 10-12	Easter Recess
May 16	Last Day of Classes
May 18-19	Flexible Development Days*

SUMMER, 1998

May 26	First Day of Classes
July 3-5	Independence Day Recess
August 6	Last Day of Classes

*Each faculty member on the Semester Calendar must select four (4) of these Flexible Development days annually or make other arrangements in consultation and agreement with his/her immediate administrator. Such arrangements may include academic advising, registration, high school visitation, educational articulation, developmental activities, articulation with counselors, student organization advising, and approved institutional activities.

	S	M	T	W	T	F	S
1997 Aug	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
1997 Sep	31	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
1997 Oct	28	29	30	1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
1997 Nov	26	27	28	29	30	31	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
1997 Dec	30	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
1998 Jan	28	29	30	31	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
1998 Feb	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
1998 Mar	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
1998 Apr	29	30	31	1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
1998 May	26	27	28	29	30	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
1998 Jun	31	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
1998 Jul	28	29	30	1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
1998 Aug	26	27	28	29	30	31	1
	2	3	4	5	6	7	8

LEGEND

- = Flex days
- = Organization Day
- = Institutional Dev.
- = Class Days
- = Saturday Classes (not counted as duty days)

SUMMARY:

FALL SEMESTER

Org. Days = 2
 Dev. Days = 0
 Class Days = 80
 Duty Days = 82

Class Day Distribution

M	T	W	TH	F	S
15	16	17	16	16	16

SPRING SEMESTER

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

Class Day Distribution

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

Annual Flex Days = 4 of 11

ANNUAL DUTY DAYS = 169

APPENDIX E
(Continued)

1997-98 ACADEMIC TRIMESTER CALENDAR
APPLIED TECHNOLOGY ONLY

(219 Duty Days)

FALL, 1997

September 2	Organization Day
September 3	First Day of Classes
November 27-30	Thanksgiving Recess
December 13	Last Day of Classes

SPRING, 1998

January 5	Organization Day
January 6	First Day of Classes
April 9	Institutional Development Day
April 10-12	Easter Recess
April 18	Last Day of Classes

SUMMER, 1998

April 27	First Day of Classes
May 25	Memorial Day Recess
July 3-5	Independence Day Recess
August 8	Last Day of Classes

	S	M	T	W	T	F	S
1997 Aug	24	25	26	27	28	29	30
1997 Sep	31	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
1997 Oct	28	29	30	1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
1997 Nov	26	27	28	29	30	31	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
1997 Dec	30	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
1998 Jan	28	29	30	31	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
1998 Feb	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
1998 Mar	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
1998 Apr	29	30	31	1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
1998 May	26	27	28	29	30	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
1998 Jun	31	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
1998 Jul	28	29	30	1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
1998 Aug	26	27	28	29	30	31	1
	2	3	4	5	6	7	8

LEGEND

-  = Flex days
-  = Organization Days
-  = Institutional Dev.
-  = Class Days
-  = Saturday Classes (not counted as duty days)

SUMMARY:

FALL TRIMESTER

Org. Days = 1
 Dev. Days = 0
 Class Days = 71
 Duty Days = 72

Class Day Distribution

M	T	W	TH	F	S
14	14	15	14	14	14

SPRING TRIMESTER

Org. Days = 1
 Dev. Days = 1
 Class Days = 72
 Duty Days = 74

Class Day Distribution

M	T	W	TH	F	S
14	15	15	14	14	14

SUMMER TRIMESTER

Org. Days = 0
 Dev. Days = 0
 Class Days = 73
 Duty Days = 73

Class Day Distribution

M	T	W	TH	F	S
14	15	15	15	14	14

TOTAL DUTY DAYS = 219

FALL, 1998

August 19-21	Flexible Development Days*
August 24-25	Organization Days
August 26	First Day of Classes
September 7	Labor Day
November 26-29	Thanksgiving Recess
December 19	Last Day of Classes
December 21-22	Flexible Development Days*

SPRING, 1999

January 7,8,11	Flexible Development Days*
January 12-13	Organization Days
January 14	First Day of Classes
March 14-21	Spring Recess
April 1	Institutional Development Day
April 2-4	Easter Recess
May 15	Last Day of Classes
May 17-18	Flexible Development Days*

SUMMER, 1999

May 24	First Day of Classes
May 31	Memorial Day Recess
July 3-5	Independence Day Recess
August 7	Last Day of Classes

*Each faculty member on the Semester Calendar must select four (4) of these Flexible Development days annually or make other arrangements in consultation and agreement with his/her immediate administrator. Such arrangements may include academic advising, registration, high school visitation, educational articulation, developmental activities, articulation with counselors, student organization advising, and approved institutional activities.

	S	M	T	W	T	F	S
1998 Aug	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
1998 Sep	30	31	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
1998 Oct	27	28	29	30	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
1998 Nov	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
1998 Dec	29	30	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
1999 Jan	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
1999 Feb	31	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
1999 Mar	28	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
1999 Apr	28	29	30	31	2	3	
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
1999 May	25	26	27	28	29	30	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
1999 Jun	30	31	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
1999 Jul	27	28	29	30	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
1999 Aug	1	2	3	4	5	6	7

LEGEND

- = Flex days
- = Organization Day
- = Institutional Dev.
- = Class Days
- = Saturday Classes
(not counted as duty days)

SUMMARY:

FALL SEMESTER

Org. Days = 2
 Dev. Days = 0
 Class Days = 80
 Duty Days = 82

Class Day Distribution

M	T	W	TH	F	S
15	16	17	16	16	16

SPRING SEMESTER

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

Class Day Distribution

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

Annual Flex Days = 4 of 11

ANNUAL DUTY DAYS = 169

APPENDIX E
(Continued)

1998-99 ACADEMIC TRIMESTER CALENDAR
APPLIED TECHNOLOGY ONLY

(219 Duty Days)

FALL, 1998

September 8	Organization Day
September 9	First Day of Classes
November 26-29	Thanksgiving Recess
December 19	Last Day of Classes

SPRING, 1999

January 11	Organization Day
January 12	First Day of Classes
April 1	Institutional Development Day
April 2-4	Easter Recess
April 24	Last Day of Classes

SUMMER, 1999

May 3	First Day of Classes
May 31	Memorial Day Recess
July 3-5	Independence Day Recess
August 14	Last Day of Classes

	S	M	T	W	T	F	S
1998 Sep	30	31	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
1998 Oct	27	28	29	30	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
1998 Nov	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
1998 Dec	29	30	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
1999 Jan	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
1999 Feb	31	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
1999 Mar	28	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
1999 Apr	28	29	30	31	2	3	
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
1999 May	25	26	27	28	29	30	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
1999 Jun	30	31	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
1999 Jul	27	28	29	30	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
1999 Aug	1	2	3	4	5	6	7
	8	9	10	11	12	13	14

LEGEND

-  = Flex days
-  = Organization Days
-  = Institutional Dev.
-  = Class Days
-  = Saturday Classes (not counted as duty days)

SUMMARY:

FALL TRIMESTER

Org. Days = 1
 Dev. Days = 0
 Class Days = 71
 Duty Days = 72

Class Day Distribution

M T W TH F S
 14 14 15 14 14 14

SPRING TRIMESTER

Org. Days = 1
 Dev. Days = 1
 Class Days = 72
 Duty Days = 74

Class Day Distribution

M T W TH F S
 14 15 15 14 14 14

SUMMER TRIMESTER

Org. Days = 0
 Dev. Days = 0
 Class Days = 73
 Duty Days = 73

Class Day Distribution

M T W TH F S
 13 15 15 15 15 14

TOTAL DUTY DAYS = 219

APPENDIX F Areas

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

A. Types of Areas

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

B. List of Areas

<u>Type</u>	<u>Discipline</u>	<u>Area</u>	<u>Department</u>	<u>Campus</u>
1	ART	Art	Humanities	South
1	BIO	Biology	Science	Center
1	BIO	Biology	Science	South
1	CHM	Chemistry	Science	Center
1	CHM	Chemistry	Science	South
1	CSS	Col St Skls-Eng	Communications	South
1	CNS	Counseling	Student Svcs	Center
1	CNS	Counseling	Student Svcs	South
1	CUL	Cul Arts/Hosp	Public Svcs	Center
1	ECO	Economics	Social Science	Center
1	ECO	Economics	Social Science	South
1	ENG	English	Communications	South
1	F/G	French/German	Humanities	South
1	GEO	Geography	Social Science	Center
1	GEO	Geography	Social Science	South
1	GEL	Geology	Science	District
1	HIS	History	Social Science	South
1	HUM	Humanities	Humanities	South
1	IDS	Interdisc Sci	Science	Center
1	IDS	Interdisc Sci	Science	South
1	I/S	Ita/Spanish	Humanities	South
1	JOU	Journalism	Communications	District
1	LMR	Labor-Mgmt Rel	Social Science	South
1	LIB	Library	Lrng Resources	Center
1	LIB	Library	Lrng Resources	South
1	LCD	Life Career Dev	Social Science	South
1	MTH	Mathematics	Mathematics	Center
1	MTH	Mathematics	Mathematics	South
1	MUS	Music	Humanities	District
1	PHI	Philosophy	Humanities	South
1	PED	Physical Educ	Physical Educ	Center
1	PED	Physical Educ	Physical Educ	South
1	PHS	Physical Sci	Science	South
1	PHY	Physics	Science	Center
1	PSC	Political Sci	Social Science	South
1	PSY	Psychology	Social Science	Center
1	PSY	Psychology	Social Science	South
1	RDG	Reading	Communications	Center
1	RDG	Reading	Communications	South
1	SSC	Social Sci	Social Science	South
1	S/A	Soc/Ant	Social Science	South
1	SPE	Special Needs	Special Needs	District
1	SPH	Speech	Communications	South
1	THA	Theater Arts	Humanities	District

APPENDIX F Areas (Continued)

B. List of Areas (Continued)

<u>Type</u>	<u>Discipline</u>	<u>Area</u>	<u>Department</u>	<u>Campus</u>
2	ART	Art	Humanities	Center
2	CSS	Col Study Skls	Communications	Center
2	ENG	English	Communications	Center
2	FRE	French	Humanities	Center
2	GER	German	Humanities	Center
2	HIS	History	Social Science	Center
2	HUM	Humanities	Humanities	Center
2	ITA	Italian	Humanities	Center
2	LCD	Life Career Dev	Social Science	Center
2	PHI	Philosophy	Humanities	Center
2	PSC	Political Sci	Social Science	Center
2	SSC	Social Science	Social Science	Center
2	S/A	Soc/Ant	Social Science	Center
2	SPN	Spanish	Humanities	Center
2	SPH	Speech	Communications	Center
3	AERO	Mech	Mechanical Tech	South
3	ACC	Accounting	Business Admin	Center
3	ACC	Accounting	Business Admin	South
3	A/T	Applied Tech	Applied Technology	South
3	DAC	Arch Drafting	Design Technology	South
3	DAB	Auto Body Des	Design Technology	South
3	AUT	Auto Technology	Auto Technology	South
3	B/A	Business Admin	Business Admin	Center
3	B/A	Business Admin	Business Admin	South
3	BIS	Bus Info Sys	Office Admin	Center
3	BIS	Bus Info Sys	Office Admin	South
3	BLW	Business Law	Business Admin	Center
3	CIV	Civil Tech	Mechanical Tech	South
3	CCT	Climate Control	Mechanical Tech	South
3	CIS	Comp Info Sys	Business Admin	Center
3	CIS	Comp Info Sys	Business Admin	South
3	CRF	Credit/Finance	Business Admin	Center
3	CRF	Credit/Finance	Business Admin	South
3	LAW	Crime Lab Tech	Public Services	Center
3	ECH	Early Childhood	Hlth & Human Svcs	Center
3	EET	Elect Eng Tech	Mechanical Tech	South
3	EMT	Emer Med Tech	Hlth & Human Svcs	Center
3	EDT	Engineer'g Desn	Design Technology	South
3	FSC	Fire Science	Public Services	Center
3	GNT	GerontologyCare	Hlth & Human Svcs	Center
3	GCA	Graph-Comm Art	Design Technology	South
3	LMR	Labor Studies	Mechanical Tech	South
3	LWE	Law Enforcement	Public Services	Center
3	LAT	Legal Assistant	Business Admin	South
3	MGT	Management	Business Admin	Center
3	MGT	Management	Business Admin	South
3	MKT	Marketing	Business Admin	Center
3	MKT	Marketing	Business Admin	South

APPENDIX F Areas (Continued)

B. List of Areas (Continued)

<u>Type</u>	<u>Discipline</u>	<u>Area</u>	<u>Department</u>	<u>Campus</u>
3	MOA	Med Office Asst	Hlth & Human Svcs	Hlth-Human SvcsCenter
3	MHC	Mental Hlth Tch	Hlth & Human Svcs	Hlth-Human SvcsCenter
3	MST	Met Sci Tech	Mechanical Tech	Mech Tech South
3	MCR	Metrology	Mechanical Tech	Mech Tech South
3	MCL	Micro-Comp Lit	Business Admin	Info Mgmt Center
3	MCL	Micro-Comp Lit	Business Admin	Info Mgmt South
3	NSG	Nursing	Hlth & Human Svcs	Hlth-Human SvcsCenter
3	OTA	Occup Therapy	Hlth & Human Svcs	Hlth-Human SvcsCenter
3	PTA	Phys Ther Asst	Hlth & Human Svcs	Hlth-Human SvcsCenter
3	PRT	Printing	Design Technology	Design Tech South
3	RES	Real Estate	Business Admin	Business Center
3	RES	Real Estate	Business Admin	Business South
3	RSP	Resp Therapy	Hlth & Human Svcs	Hlth-Human SvcsCenter
3	SLP	Sec\Loss Prev	Public Services	Public Svcs Center
3	DSM	Spec Machines	Design Technology	Design Tech South
3	SUM	Supervis'n/Mgmt	Mechanical Tech	Mech Tech South
3	SUR	Surveying	Design Technology	Design Tech South
3	TMT	Technical Math	Mechanical Tech	Mech Tech South
3	TFD	Tool & Fixt Des	Design Technology	Design Tech South
3	VET	Veterinary Tech	Hlth & Human Svcs	Hlth-Human SvcsCenter
4	COA	Allied Health	Cooperative Educ	Corporate Svcs District
4	COG	General Educ	Cooperative Educ	Corporate Svcs District
4	COM	Mech/Design	Cooperative Educ	Corporate Svcs District
4	COB	Off/Bus Adm	Cooperative Educ	Corporate Svcs District
5	ASM	Auto Sys Mftg	Industrial Tech	Mech Tech South
5	CNC	Comp Num Cont	Manufacturing Tech	Mech Tech South
5	ECS	Elec Comm Svc	Industrial Tech	Mech Tech South
5	MMT	Metals Mac Tech	Manufacturing Tech	Mech Tech South
5	PLS	Plastics Tech	Plastics Tech	Mech Tech South

C. Implementation of Selection of Assignments

1. Single-Discipline Areas

- a. A teacher in a single-discipline area may select for regular workload or extra-contractual any class offered within his Area. Further, if sufficient classes exist, he must select his regular workload from the classes in his Area.
- b. A teacher unable to obtain a full contractual load from a. above shall complete his workload first from the general courses of his department, next from the other disciplines in his department for which he meets the qualifications set forth in IV.D. or XII.B.7., then from other disciplines for which he meets the qualifications set forth in IV.D. or

APPENDIX F Areas (Continued)

C. Implementation of Selection of Assignments (Continued)

- b. XII.B.7. However, a Master's Degree in foreign language shall not automatically qualify one to teach humanities.
- c. The qualifications for selecting summer or extra-contractual classes outside of one's Area shall be specified in XIV.D.

2. Multi-Discipline Areas

- a. If sufficient classes exist, a teacher in a multi-discipline Area must select his regular workload within contractual limitations from the discipline for which he qualifies according to IV.D. However, if insufficient classes exist to provide all teachers so qualified with full contractual loads, such teachers may agree to distribute the classes among themselves.
- b. Teachers unable to obtain full contractual loads according to a. above shall complete their workloads from either the "general courses" of their Area or from other Disciplines of their Area for which they meet the qualifications set forth in XII.B.7. and then from other disciplines for which he meets the qualifications set forth in IV.D. or XII.B.7.
- c. The qualifications for selecting summer and extra-contractual assignments shall be as provided in XIV.D.
- d. LAAC faculty may select an extra-contractual offering(s) consisting of either one section or up to four (4) equated hours of classroom teaching as part of their base load. Similarly, classroom teachers may select up to four (4) equated hours of extra-contractual offerings from the LAAC as part of their base load.

The following course selection procedure will be observed:

- 1) The Administration will determine the hours of coverage needed in each LAAC and share this determination with full-time LAAC faculty.
- 2) LAAC faculty will select base and extra-contractual hours from the determined hours of coverage a minimum of two weeks before classroom faculty base load selection occurs as outlined in the annual class schedule PERT. Intent to select classroom teaching as a part of base load is to be made at this time in writing to the Associate Dean of Learning and Educational Technology Services.
- 3) Remaining LAAC hours shall be made known to each academic division.

APPENDIX F Areas (Continued)

2. Multi-Discipline Areas (Continued)

4) Faculty in academic disciplines may exercise the option to select up to four equated hours of available LAAC extra-contractual hours as part of their base load.

5) LAAC faculty who have expressed intent as provided in 2. above may then select from available sections and designate either one section or up to four equated hours as part of base load.

6) Remaining LAAC hours will be made available for extra-contractual selection in the usual manner of posting.

3. Occupational Multi-Discipline Areas

a. Each teacher in an Occupational Multi-Discipline Area shall be identified with the discipline for which he qualifies according to IV.D. Additionally, each teacher shall have four lists of classes from which he selects his classes. These four lists shall be:

1) List 1 -- the classes within the teacher's discipline that the teacher has previously taught or qualifies to teach according to IV.D.

2) List 2 -- the classes outside the teacher's discipline that he has previously taught or qualifies to teach by IV.D.

3) List 3 -- the classes within his discipline that he qualifies to teach by XII.B.7.

4) List 4 -- the classes outside his discipline that he qualifies to teach by XII.B.7.

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

b. If sufficient classes exist, a teacher in an Occupational Multi-Discipline Area must select his regular workload within contractual limitations from his list 1. If sufficient classes exist, he shall then select from list 2, 3, and 4; in that order; until a full contractual load is obtained.

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

APPENDIX F AREAS (Continued)

C. 4. District-Multi-Discipline Areas

a. Each teacher in a District Multi-Discipline Area shall be identified with the discipline for which he qualifies according to IV.D. Additionally, each teacher shall have four lists of classes from which he selects his classes. The lists shall be:

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

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

- b. If sufficient workload exists, a teacher in a district Multi-Discipline Area must select his regular workload within contractual limitations from his List 1. If insufficient workload exists, he shall then select from List 2, 3, and 4, in that order, until a full contractual load is obtained.
- c. Selection of extra-contractual and summer work shall be in the same order as b. above and shall be in accordance with XIV.D.

5. Occupational multi-discipline area with core courses.

a. Each teacher in an occupational multi-discipline area with core courses shall be identified with the discipline for which he qualifies according to IV.D. and the core courses. Additionally, each teacher shall have four lists of classes from which he selects his classes. These four lists shall be:

- 1) List 1 - the classes within the teacher's discipline that the teacher has previously taught or qualifies to teach according to IV.D. as well as the core courses the teacher qualifies to teach.

APPENDIX F AREAS (Continued)

5. Occupational multi-discipline area with core courses. (Continued)

2) List 2 - the classes outside the teacher's discipline that he has previously taught or qualifies to teach by IV.D.

3) List 3 - the classes within his discipline that he qualifies to teach by XII.B.7.

4) List 4 - the classes outside his discipline that he qualifies to teach by XII.B.7.

Teachers without these lists must initiate them by September 30. These lists may be updated each semester/ trimester. Questions of qualifications shall be resolved by consultation and agreement between the teachers of the discipline and the immediate supervisor. Questions of qualifications related to courses assigned to the core shall be resolved by consultation and agreement between the teachers on the Core Committee* and the immediate supervisor. All such agreements shall be submitted to the District Service Committee for final approval. All disagreements shall also be submitted to the District Service Committee for final resolution.

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

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

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

APPENDIX G Part-Time Teachers

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

1. A part-time teacher is defined as any individual involved in activities that can be assumed by a full-time teacher, a counselor, a librarian, a research assistant, a teacher employed in the Learning and Academic Assessment Centers, or a teacher-coordinator in student co-op programs but who does not have a probationary or permanent contract as defined in this Agreement. Teachers employed to teach courses in continuing education who are not members of the bargaining unit are also considered to be part-time teachers.
2. Since part-time teachers are employed for specific classes or other duties and are not responsible for teaching the diversity of classes expected of a full-time teacher, the qualifications for part-time teachers shall be:
 - a. The minimum educational requirement for teachers of General Education courses shall be a Master's Degree in subject matter directly related to the position being filled, or a Master's Degree in another field and twenty (20) graduate semester hours in the discipline (which may be part of the Master's Degree course work), or thirty graduate semester hours in the teaching discipline as a part of a program leading to a degree higher than a Master's Degree.
 - b. The minimum requirement for teachers of Occupational Education courses shall be a Master's Degree in subject matter directly related to the position being filled, or a combination of formal education, specialized training and recent experience which equates to a Master's Degree and consistent with the Michigan State Plan for Vocational/Technical Education.
 - c. The Board shall, in general, hire for part-time teaching only those individuals who satisfy the requirements established above. However, for certain specialized courses, as identified in the Service Committee established in Article XXXII, the requirements for part-time teaching may differ as agreed upon in the Service Committee.
3. The Board shall not seek the employment of part-time teachers for the purpose of reducing the number of the professional staff by replacing full-time teachers, except in cases when a full-time teacher has been granted a leave of absence under the provision of Article XVI or XVII of this Agreement. Classes will be assigned consistent with provisions of Article XIV.A.5. of this Agreement. If the full-time teacher elects not to return from leave upon expiration, the position shall be filled by a full-time teacher consistent with the provisions of Article XXVII.

APPENDIX G Part-Time Teachers (Continued)

4. To maintain the continuity of the instructional program, the immediate supervisor shall be responsible for informing part-time teachers of, and making them subject to course content, goals, prerequisite skill levels for sequence courses, instructional materials and outlines which are being used by full-time teachers.
5. Salaries for part-time teaching shall be set high enough to constitute employment competition but not so high as to constitute discrimination against teachers in the bargaining unit.
6. Selection and Retention of Part-Time Teachers.
 - a. Recommendations for part-time teachers qualified to teach courses available according to Article XIV.A.5. or qualified to perform other duties shall be submitted by the appropriate Area part-time teacher coordinator on the form supplied to the appropriate supervisor. The list of approved part-time teachers must be submitted no later than the end of the semester previous to assignment. If the roster does not contain a sufficient number of recommended applicants for the work to be assigned or if there are applicants of higher qualifications than those on the roster, then the immediate supervisor may add these qualified applicants to dovetail the list submitted by the coordinator. Qualified applicants filing during the summer session, too late for consideration and recommendation by the committee, may be selected for assignment by the instructional supervisor. The addition of such applicant's name to the roster of recommended part-time teachers for subsequent semesters shall be contingent upon Area review and recommendation. The Area part-time teacher coordinator shall be notified of such assignments in writing during the second week of the semester for which the assignment was made.
 - b. Performance of assigned duties of part-time teachers shall be evaluated cooperatively by the immediate supervisor and full-time teachers within the Department or Area. An unsatisfactory rating will be required to remove the part-time teacher from the approved faculty or administrative lists.
 - 1) The full-time faculty in the Department or Area have the primary responsibility for observing part-time teachers to determine their effectiveness.
 - 2) The Area plan shall determine the instruments by which a part-time teacher will be evaluated except that each part-time teacher will be evaluated by student evaluation as one of the evaluative methods.

APPENDIX G Part-Time Teachers (Continued)

- 3) If the full-time faculty evaluating a part-time teacher determine that this teacher should be given an unsatisfactory rating, other full-time faculty in the Department or Area and the instructional administrator will conduct additional observations and meet with the original evaluating faculty member(s) to discuss the matter and to develop a written rationale before the rating is given.
- 4) Complaints regarding part-time teacher performance, conduct, or responsibilities shall be investigated by the instructional supervisor and appropriate action taken. Removal of a part-time teacher from the classroom or approved lists by the instructional supervisor shall be documented by the instructional supervisor with a copy of such documentation submitted to the Area.
- 5) No part-time teacher may be given assignments that exceed a full-time teacher's extra-contractual limitations as specified in Article XIV.A.4. and 7., except by agreement of the Service Committee.

APPENDIX H Area Plan

PREAMBLE

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

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

*Core Committee:

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

All Area Plans must conform to the following format:

I. Regular workload (Article XII.B.)

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

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

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

III. Summer assignments (Article XIV.B.)

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

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

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

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

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

APPENDIX H AREA PLAN (Concluded)

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

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

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

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

VIII. Textbook representatives (Article VI.C.)

Name of Area textbook coordinator

IX. Curriculum (Article VI.B.)

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

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

Letter of Understanding

A. Counselors on a 44 week schedule:

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

Base salary divided by $(169 \times 7) =$ Hourly rate

10. The extra-contractual limitations are as follows:

10 equated hours = $10/30 \times 169 \times 7 = 394.3$.
22 equated hours = $22/30 \times 169 \times 7 = 867.5$.
10 additional weeks = 350 hours, leaving a 517.5 hour limit
1 equated hour = $1/30 \times 169 \times 7 = 39.4$ service hours
11. Faculty having a regular work assignment extending beyond the 20th pay must be paid on the 26th pay period schedule. If the work assignment is completed prior to the 26th pay, the teacher may upon written request be paid the remainder of his salary at the next pay day.

B. For other 35 hour employees

1. 10 equated hours = 394.3 service hours
2. 22 equated hours = 867.5 service hours
3. 8 week rider or 8 weeks at regular rate = 280 hours, leaving a 587.5 hour limit.
4. 1 equated hour = 39.4 service hours

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

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

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

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

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

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

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

Letters of Agreement between Macomb Community College and
Macomb Community College Faculty Organization
(Continued)

Early Retirement Incentive

1. An incentive of \$25,000 for faculty under 65 years of age as of the date of retirement; \$20,000 for those under 66; \$15,000 for those under 67; \$10,000 for those under 68; \$5,000 for those under 69. The incentive may be taken either in lump sum or over a period of years.
2. The offer must be accepted by July 1 for retirement at the end of the Summer term, or by October 1 for retirement at the end of the Fall term.
3. Eligibility standards:
 - a. Must be actively employed during the semester or trimester immediately preceding the retirement date.
 - b. Must be eligible for retirement under the State system.
4. The number of recipients shall be determined by the College.
5. Criteria for determining whether the incentive should be granted to a particular applicant:
 - a. Degree to which the applicant's discipline is overstaffed or is approaching that status;
 - b. Applicant's years of College service.

These provisions may be renewed on an annual basis by mutual consent of the Board and MCCFO.

Declaration 1.

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

Declaration 2.

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

LETTER OF AGREEMENT
BETWEEN
MACOMB COMMUNITY COLLEGE
AND
MACOMB COMMUNITY COLLEGE FACULTY ORGANIZATION

The parties to the 1993-1996 Agreement recognize that major changes in the educational programs and academic services of Macomb Community College may occur during the life of the Agreement. They agree that whenever such changes are contemplated, they will confer about those contemplated changes prior to their implementation and will attempt to find ways of accommodating necessary changes that will be least disruptive to the College, the faculty and the educational process.

The parties also recognize that new opportunities to provide educational services will probably occur during this Agreement. As these opportunities arise, the parties agree to discuss them and attempt to find mutually advantageous ways of addressing those opportunities.

MCCFO agrees that, consistent with Appendix G of the Agreement, the College may continue to use part time faculty to perform bargaining unit work. It recognizes that this flexibility is necessary to appropriately address the constantly changing environment within which the College exists.

The College and MCCFO agree that the full time faculty positions now posted for the disciplines of English and Mathematics will not be filled until a decision is made on any changes that may affect how remedial instruction in these disciplines is now offered.

It is not the purpose of this Letter of Agreement to modify the powers or obligations under the Agreement of either party, but to further a cooperative relationship.

For the College:

William J. MacQueen

William J. MacQueen

4-15-93

Date

For MCCFO:

Bill Knott

Bill Knott

4-15-93

Date

TENTATIVE AGREEMENT

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

1. For the period August 15 through December 31, 1993, the provisions of Article XXIII.E. of the 1989-92 Agreement, as extended, shall remain in force except that sub-sections 1.a. and b. shall not apply to a teacher hired after August 14, 1993. For a teacher hired after August 14, 1993, the College shall contribute an amount equal to the premium for Michigan Blue Cross/Blue Shield Comprehensive Major Medical (CMM) with a \$100 deductible and a \$10 co-pay prescription drug rider. The teacher may elect to receive CMM 100 or have the College contribute this amount toward the coverage described in sub-sections 1.a. or b. with any balance paid by the teacher.

2. A temporary (non-permanent track) teacher employed during the Spring 1993 term shall be regarded as having been hired prior to August 15, 1993, for purposes of Article XXIII.E. if appointed to a permanent track position effective with the start of the Fall 1993 term.

3. Article XXIII.E. may be reopened at the request of either party in the event national health care reform adversely affects the benefits provided under it. However, the College shall not be obligated to bargain over proposals which would result in an increase in cost to it.



William J. MacQueen

4-15-93



Bill Knott

4-15-93

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