

2010-2012

MASTER AGREEMENT

between the

COMMUNITY COLLEGE DISTRICT OF
MONROE COUNTY, MICHIGAN

and the

MONROE COUNTY COMMUNITY COLLEGE
FACULTY ASSOCIATION, MEA-NEA

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MASTER AGREEMENT 2010-2012

ARTICLE I - RECOGNITION

- A. 1. The Board of Trustees of the Community College District of Monroe County, Michigan (hereafter referred to as the District), hereby recognizes the Monroe County Community College Faculty Association (hereafter referred to as MCCCFA) as the exclusive bargaining representative, as defined in Section 11 of Act 379, P. A. of 1965, for all full-time, non-administrative faculty under regular contracts, but excluding supervisory and executive personnel, office, clerical, maintenance and operating employees, food service employees, student workers, administrative interns, and laboratory technicians.
 2. All members of the bargaining unit shall hereinafter be referred to as "Faculty" unless otherwise specifically noted. The term "Faculty" when used hereinafter in this agreement shall refer to all full-time, non-administrative instructional faculty, counselors and librarians represented by the MCCCFA in the bargaining unit as above defined.
 3. No supervisory 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 the MCCCFA. By supervisory duties it is meant those activities where one professional employee covered in the bargaining unit evaluates, directs or determines the activities of other professional members represented by the bargaining unit.
- B. The District agrees not to negotiate a contract with any faculty organization or individual other than the MCCCFA for the duration of this agreement.
 - C. The MCCCFA agrees to represent all full-time, non-administrative faculty under regular contract.
 - D. This agreement shall supersede any individual contracts, existing rules, regulations of the District or the Administration which shall be contrary to, or inconsistent with, its terms.
 - E. Nothing contained herein shall be construed to deny or restrict to any faculty member rights he/she may have under the Michigan General School Laws or provisions of the Michigan State and United States Constitutional Laws.
 - F. All individual faculty member contracts shall be made expressly subject to the terms of this agreement. Unless specifically stated in this agreement, no provision of this agreement may be waived or altered by the employer or the employee.

ARTICLE II - BOARD OF TRUSTEES RIGHTS AND RESPONSIBILITIES

- A. The Board of Trustees of the District, in its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all rights, power, authorities, duties, and responsibilities conferred upon and vested in it by the statutes and the Constitution of the State of Michigan and the statutes and the Constitution of the United States of America. These rights and responsibilities shall include but not be limited to the following as deemed necessary and advisable by the Board.

1. To the executive management and administrative control of the District and its properties, facilities, and its employees;
 2. To hire, pay, retain, promote, demote, and dismiss its employees;
 3. To establish individual courses and programs of instruction including special programs; to keep the College buildings, equipment and instructional equipment in good repair and to furnish materials, equipment and non-teaching services to conduct the College properly; to provide for the development and utilization of facilities; to provide for athletic, recreational and social events for students;
 4. To decide upon the means and methods of instruction;
 5. To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of faculty and other employees, and other contractual services, and the terms and conditions of employment.
- B. The exercise of these rights, powers, authorities, duties, and responsibilities by the District 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 III - MCCCFA - BOARD OF TRUSTEES RELATIONSHIP

- A. The District shall make available to the MCCCFA, upon its official written request, official statistics and financial information related to Monroe County Community College and in possession of the District, as are necessary for negotiation of collective bargaining agreements.
- B. Payroll Deduction of Dues and Assessments
1. Within thirty (30) days of the beginning of their employment here- under, faculty may sign and deliver to the District an assignment authorizing deduction of membership dues or assessments of the Association upon such conditions as the Association shall establish.
 2. Not more than once a month MCCCFA will send to the District Business Office the names of the MCCCFA members and the amounts of dues and assessments to be deducted from payroll checks. At the request of MCCCFA the District Business Office will furnish a yearly schedule listing one date each month on which deductions will be made. MCCCFA is to send its billing at least one week prior to the date listed on the schedule for payroll check distribution.
 3. The District Business Office will make a payroll deduction for dues and assessments of a MCCCFA member only when the District Business Office has in its possession an individually signed authorization and a billing from MCCCFA. Such sums deducted as dues from the regular salaries of all member faculty shall be sent to the MCCCFA Treasurer.

C. Copies of the Agenda

The President of the MCCCFA shall be furnished with two copies of the agenda of each public meeting of the District with all recommended motions and public information attachments at the same time regular distribution is made.

D. Copies of the Minutes

The President of the MCCCFA shall be furnished with two copies of the official minutes of each public meeting of the District at the same time regular distribution is made.

- E. 1. Items requested by the President of MCCCFA shall appear on the Board agenda provided written request of the nature of such items is submitted to the College President's Office by noon 10 days preceding a regularly scheduled meeting. However, matters subject to this agreement shall not be considered as agenda items.
2. MCCCFA-Administrative arrangements described in E-1 shall not preclude appearances by faculty acting on their own behalf on issues other than those matters subject to this agreement before the District in a prescribed manner.
- (a) The faculty member 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) calendar days prior to the regular meeting date. The faculty member may also submit a copy to the President of the MCCCFA if he/she so chooses.
- (b) The faculty member shall be notified of the time and place to appear at least five (5) calendar days prior to the meeting.
3. Written communications, discussions of personal petitions and grievances by faculty with individual Board members shall be discouraged and shall be considered unethical.

F. MCCCFA members shall have the privilege of transacting MCCCFA business on College property provided that such activities do not in any way obstruct the normal operations of the College.

G. Use of College Rooms for MCCCFA Meetings and Special Programs

1. Arrangements are made in advance with the Administration.
2. Meetings are scheduled within the regular College hours.
3. The cost of any special maintenance and/or service charges shall be borne by MCCCFA.

H. The hours of 12:30-1:30 p.m. on Tuesdays shall be reserved for meetings. No classes shall be scheduled during that time. Each month, the first Tuesday that classes are in session shall be reserved for MCCCFA meetings. The MCCCFA President may call special meetings at other times.

Faculty workloads involving external contract demands in nursing and respiratory and business and industrial contracts shall be exempt from the provisions of this section. MCCCFA shall notify the MCCC President five working days in advance if MCCCFA is scheduling a meeting for the

first Tuesday of the month. If a MCCCFA meeting is not scheduled, other institutional meetings may be scheduled on the first Tuesday of the month.

- I. Members of the bargaining unit who by mutual agreement between the MCCCFA and the District participate in conferences and meetings with the District, which involve or derive from this collective bargaining agreement, shall suffer thereby no loss of pay.
- J. The MCCCFA may use College bulletin boards, faculty mailboxes and non-toll telephone calls, but excluding toll telephone calls and the P.A. system, for MCCCFA business, provided all such materials are clearly identified and the MCCCFA assumes all responsibility for such materials.
- K. Upon the request of MCCCFA the District Business Office agrees to furnish the treasurer of the MCCCFA with the names and the division(s) of newly hired faculty fifteen (15) calendar days after the beginning of their professional duties.

ARTICLE IV - FACULTY RIGHTS

- A.
 - 1. When the faculty member speaks or writes as a citizen, he/she shall be free from administrative and institutional censorship and discipline. However, the responsibility for clarifying the communicator's position rests on the faculty member and a statement to the effect that he/she speaks as an individual, a citizen, and not in behalf of the institution should be included in this communication.
 - 2. Instructors shall be free to present instructional materials which they consider pertinent to the subject and level taught and consistent with their course objectives, and shall present controversial issues in an objective manner. They shall also be entitled to freedom of discussion within the classroom on all matters which are considered relevant to the subject matter under study. The administratively authorized use of any mechanical monitor or communications device during the meeting of class shall be with the prior approval of the faculty member concerned.
 - 3. The faculty member shall be free to request any books, magazines, newspapers, or any other materials to be purchased for placement in the Learning Resources Center subject to Learning Resources Materials Selection Policy adopted by the Board of Trustees. Such material shall be available for faculty use in accordance with established Materials Loan Policy.
- B.
 - 1. Each faculty member shall have the right upon request to see the contents of his/her own personnel file, the only exclusion being confidential employment credentials.
 - 2. The faculty member shall be free to add to his/her own file any materials from a professional source he/she feels should be included in his/her personnel file.
 - 3. No materials shall be added to the file unless the faculty member has been notified of such insertion. He/She will be given an opportunity to examine these materials and will have an opportunity to reply in writing for insertion in his/her personnel file, if he/she so chooses.
 - 4. No materials shall be included in the faculty member's personnel file originating from a non-professional source.

5. A faculty member shall have the right to remove materials determined to be scandalous or libelous by (1) mutual agreement between the District and the Association, or (2) the Courts.
6. Disciplinary interviews, reprimands, or evaluation reviews of any kind should be held in private.

ARTICLE V - FACULTY RESPONSIBILITIES

- A. The instructor shall keep well informed with particular attention to the latest developments in his/her subject area and teaching technology. Each faculty member shall teach his/her assigned courses and develop course content and appropriate instructional materials for the courses he/she teaches. Each faculty member shall assess student learning and outcomes for the courses they teach and assist in the assessment of the program(s) in which they teach. Each instructor is expected to maintain current class notes for the course(s) he/she teaches and to prepare yearly an up-to-date outline reflecting changes, if any, for his/her division's and Vice President of Instruction's offices. They shall cooperate in the planning of departmental and, where appropriate, in interdepartmental programs and courses. They shall attend regularly scheduled College meetings providing these do not conflict with class assignments. Special meetings may be called on 24-hour notice. If two or more meetings are scheduled, priority should be resolved with the appropriate supervisor.
- B. Assignment of Student and Information Services responsibilities will be done on the basis of the competencies and interests of the professional staff involved. They shall keep well informed in current and new developments in Student and Information Services. Duties of the division which will be performed, on assignment, will include:
 1. Student advising;
 2. Student counseling;
 3. Advising in student activities;
 4. Maintain related student services consistent with professional and College criteria.
- C. Assignment of Learning Resources Center responsibilities will be done on the basis of the competencies and interests of the professional staff involved. They shall keep well informed in current and new developments in the Learning Resources Area. Duties of the division which will be performed, on assignment, will include:
 1. The selection, acquisition, organization and maintenance of materials and equipment as determined by College curricula and policies;
 2. Providing reference services to the College community and members of the College district;
 3. Orientation of students and faculty to the Learning Resources Center;
 4. Bibliographic searching;

5. Maintaining an atmosphere conducive to study and research;
 6. Supervision of clerical and student personnel assigned to the Learning Resources Center; and
 7. Maintaining related Learning Resources Center services consistent with professional and College criteria.
- D. Faculty members are expected to participate in College-wide social, cultural and professional activities to support student functions.
- E. Each faculty member will serve as academic adviser to not more than sixty-five (65) students and will maintain posted times for advising students during the advising periods. The assignment of advisees will be made on an equitable distribution of students in terms of numbers and programs.
- If an arena advising system is used, the maximum 65 assigned students shall not apply. Faculty will schedule hours as required to advise students at the designated area subject to the approval of their deans or directors. Scheduled time spent in the arena advising area shall be considered to replace an equal number of scheduled office hours.
- F. Each faculty member shall be an active member of standing committee(s) and serve as a member of ad hoc committee(s). Membership on more than one of each committee will be by mutual agreement between the faculty member and the administration. In the event that a committee involving faculty member participation is called during a period of time designated as vacation, the faculty member shall be invited to attend. Failure to attend during these periods of time will not be construed as a violation of the Master Agreement.
- G. Each faculty member is encouraged to share his/her interest and ability with the community by serving on a speaker's bureau or serving as a resource person.
- H. It is expected that the faculty member will hold membership in at least one professional organization in his/her area of specialization.
- I. Faculty shall participate in graduation exercises. The cost of academic dress for participation in commencement exercises shall be borne by the institution. Faculty will be encouraged to participate in dedications and official College ceremonies.
- J. Each faculty member shall fulfill routine duties and responsibilities, such as filing grade reports, book orders, equipment orders, etc., necessary for smooth operation of his/her division and the College.
- K. A minimum of five (5) weekly office hours are to be approved by the immediate supervisor and shall be posted and maintained by the faculty member. Faculty will be in their offices during their posted office hours. Any deviation in office hours must have prior approval of the immediate supervisor.
- L. 1. Illnesses or accidents which require that a faculty member miss his/her contractual duties shall be reported promptly to the immediate supervisor's office. If the faculty member is unable to contact the immediate supervisor's office, the faculty member shall report the absence to the appropriate Vice President's office. If the faculty member cannot contact the

appropriate Vice President's office, he/she shall leave word with the College switchboard operator, with instructions to notify the immediate supervisor as soon as possible.

2. In cases other than illness, accidents, or personal business days, a request to be absent from contractual duties shall be made to the immediate supervisor who will make a determination.
- M. In keeping with professional ethics, faculty members wishing to resign will submit their intent of resignation to the President of the College in writing by February 1. An official resignation must be submitted in writing to the President of the College by March 1.
- N. Resignations may be accepted at times other than described in Section M when it is mutually agreed that the action is in the best interest of the individual and the College.

ARTICLE VI - PROFESSIONAL QUALIFICATIONS

- A. All faculty appointments will be made by the President of Monroe County Community College or his/her designee, within the framework of the budget and guidelines as established by the Board of Trustees.
- B. The primary requirement for appointment as a member of the teaching faculty is evidence of potential success as a community college teacher. (The primary requirement for appointment as a member of the Student and Information Services faculty is evidence of potential success as a community college professional in each respective area.) While certainly not exclusive of an interest and proficiency in research, the dedication to teaching in the community college is paramount.
- C. This evidence in either of the three areas in "B" above will include but not be limited to the following criteria:
1. The candidate should possess a Master's degree in the subject matter field from a regionally accredited institution as defined by the Education Directory, Colleges and Universities - latest published edition.

OR IF NOT, THEN

2. The candidate with a Master's degree, but not in the subject matter field, should be able to present evidence of a graduate major, with graduate level work in the subject matter field totaling a minimum of twenty (20) semester hours of credit from a regionally accredited institution as defined by the Education Directory, Colleges and Universities - latest published edition.

Under both "1" and "2" above, of prime importance in the selection among candidates should be the extent and degree to which undergraduate work provides a solid foundation and adequate complement to the graduate work in the field of specialization. It is the total of graduate and undergraduate work that must be appraised.

3. The candidate should be able to present evidence of work in professional education with some course work, preferably pointed toward teaching at the community college level, for

teaching faculty. (Appropriate professional education and experience applicable for candidates for Student and Information Services faculty will be applicable.)

4. Every attempt shall be made to fill each vacancy with the best qualified person available.
 5. A major consideration will be the manner in which the particular combination of course work applies most specifically to the immediate needs of the College and/or to the projected needs of the College.
 6. If the candidate is to be employed whose qualifications make strict applicability of the above provisions inappropriate, then professional licenses or certificates, practical experience and training, or other qualifications may be recognized in lieu of the formal degree.
- D. All positions in the bargaining unit shall be filled without discrimination as to sex, race, color, religion, country of origin or ancestry, age, disability, marital status or membership or participation in, or association with, the activities of any professional or teacher organization.
- E. First notice shall be given to existing staff to fill any and all vacancies.
- F. Notice of all administrative vacancies and newly created administrative positions shall be sent to the President of MCCCFA and all faculty at least thirty (30) calendar days prior to filling said vacancy. In the event a vacancy occurs which must be filled in less than thirty (30) calendar days, the period of required notice may be waived. A faculty member who applies for a vacancy but is denied appointment to fill said vacancy shall be given a written denial of appointment explaining why appointment was denied. A denial is not grievable.

ARTICLE VII - PROBATION AND CONTINUING CONTRACT STATUS

- A. Probation Status
1. All faculty will serve a probationary period of three (3) years. During this period the faculty member will receive an annual contract as negotiated. The probationary period will commence when the faculty member first rendered service to the District on a regular full-time appointment.
 2. The performance of all faculty shall be evaluated in writing. During the probationary period, faculty members shall have their classrooms, laboratories, or other places where they perform their contractual obligations as may be applicable, visited by appropriate members of the administrative staff and shall review the evaluation with him/her. The appropriate administrator for the purpose of evaluation is the immediate supervisor, the division dean, Vice President in charge of the area, or the President of the College. Faculty assigned courses in their division, but teaching a course(s) which is specifically designed as a part of a program in another division, may have their performance evaluated by the administrator responsible for that program upon notification by the faculty member's immediate supervisor. The frequency and procedure to be followed in making the evaluation will be determined by the appropriate administrative officer which shall include at least one evaluation each semester with a copy of the report sent to the faculty member and a conference scheduled to discuss the evaluation.

3. Faculty on probationary status who are not considered for annual contract renewal or are not considered for continuing contract will be notified in writing by the President of the College or his/her designee with the reason(s) for the action no later than ninety (90) days prior to the expiration of his/her contract. The faculty member may request a review of the decision with the President of the College. Failure to give such notice shall result in the faculty member receiving a second or third year probationary contract or continuing contract status, whichever is applicable.
4. If the procedures under Section A have been followed, termination of services, failure to re-employ any probationary teacher, or not placing a probationary teacher on a continuing contract are not subject to the grievance procedure.

B. Continuing Contract Status

1. The performance of all faculty on continuing contract may be evaluated in writing. They may have their classrooms, laboratories, or other places where they perform their contractual obligations as may be applicable, visited by appropriate members of the administrative staff and shall review the evaluation with him/her. The appropriate administrator for the purpose of evaluation is the immediate supervisor, the division dean, Vice President in charge of the area, or the President of the College. Faculty assigned courses in their division, but teaching a course(s) which is specifically designed as a part of a program in another division, may have their performance evaluated by the administrator responsible for that program upon notification by the faculty member's immediate supervisor.
2. A faculty member will maintain and enjoy the privilege of continuing contract unless there is reason for termination of his/her continuing contract status for good and adequate cause. Good and adequate cause shall include:
 - (a) Incompetency
 - (b) Conviction of a felony
 - (c) Conviction of contributing to the delinquency of minors
 - (d) Gross immorality
 - (e) Knowledgeable falsification of information on original employment application
 - (f) Refusal to perform contractual responsibilities.
3. The faculty member attaining continuing contract status shall receive a written continuing contract which will guarantee that the services of the faculty member will be terminated only for good and adequate cause. Services will be terminated in the case of retirement or under extraordinary circumstances which are defined as acts of God, wars, insurrections or other situations which limit and restrict the full operation of the College or the full operation of the division of assigned work of the faculty member.

C. Procedure for Terminating the Contract of a Faculty Member who has Received Permanent Status

1. Notice of Intent to Recommend Termination:
A notice of the intention to recommend termination of the contract must be furnished to the faculty member from the President at least one semester prior to time of dismissal. A written statement of the reasons for termination must accompany this notice and must include an identification of key witnesses and a short summary of their anticipated testimony, if applicable.
2. Pre-Termination Hearing Request:
Within 20 calendar days after receipt of this notice, the faculty member may request a pre-termination hearing with the President of the College. Such request must be presented to the President or his/her designee in writing.
3. Pre-Termination Hearing:
The pre-termination hearing must be held within ten (10) calendar days after the President or his/her designee has received the request for the hearing. The faculty member may be represented by counsel and may call such witnesses as may be deemed necessary and/or may submit rebuttal affidavits. Additionally, the faculty member shall have an opportunity to present mitigating circumstances for consideration. At his/her option, the hearing may be:
 - (a) A closed hearing
 - (b) A hearing with a maximum of three representatives of the faculty in attendance
 - (c) An open hearing

The President or his/her designee shall act as the presiding administrator at the pre-termination hearing.
4. Pre-Termination Hearing Decision:
The President or his/her administrative designee must furnish the faculty member with a written decision of the result of the hearing within three (3) calendar days. If the President determines to proceed with the recommendation to terminate, he/she shall supply the following material to the Board of Trustees: (1) A copy of the initial notice of intent to recommend termination, (2) copies of any responsive materials filed by the faculty member, and (3) a copy of the pre-termination hearing decision.
5. Board of Trustees' Pre-Termination Hearing:
If the faculty member does not accept the President's pre-termination hearing decision, he/she may request a pre-termination hearing with the Board of Trustees. This request must be made in writing to both the chairperson of the Board of Trustees and the President of the College within five (5) calendar days of the receipt of the pre-termination hearing decision. The Board of Trustees' pre-termination hearing will be scheduled and conducted according to the provisions of step 3 of this procedure, except that the Board Chairperson or his/her designee shall act as the presiding trustee at the Board of Trustees' pre-termination hearing.
6. Board of Trustees' Decision:
The Chairperson of the Board of Trustees or his/her designee must furnish the faculty member a written decision of the results of the hearing within seven (7) calendar days. If a

decision is to terminate the faculty member's contract, it shall be denominated: "Official Notice of Contract Termination".

7. Appeal Procedure:

If the faculty member does not accept the Board's decision, he/she may request an appeal hearing. This request must be made in writing and transmitted to the Chairperson of the Board of Trustees, the President of the College, and the President of the MCCCFA within five (5) calendar days of the receipt of the official notification of contract termination. The appeal hearing must be held within fifteen (15) calendar days of receipt of the faculty member's request. The appeal hearing shall be conducted before a five-member panel consisting of two members of the administration, two members of the faculty and a fifth person selected by these four. In the event that the fifth member cannot be agreed upon, the panel shall request that the State Labor Mediation Board shall select the fifth member. The President of the College shall select the two members to be appointed to this special panel. The faculty member shall select two members of the faculty of his/her own choosing to this panel. This hearing would be closed except for counsel and such witnesses as may be deemed necessary. The fifth member of the panel shall be responsible for delivering the written decision to the faculty member within five (5) calendar days of the conclusion of the hearing. Any expense incurred in connection with the special hearing would be borne equally by the faculty member and the College. The decision shall be final and binding.

D. Procedure for Suspension of Faculty on Probationary or Continuing Contract

The District reserves the right to suspend immediately, with pay, when any faculty member is charged with serious misconduct. The hearing as outlined in Step C-3 shall take place at the next scheduled meeting of the Board or within fourteen (14) calendar days provided that at least seventy-two (72) hours notice can be given to the Board members. The Chairperson of the Board of Trustees must furnish the faculty member a written decision of the results of the hearing within seven (7) calendar days. This decision shall be final and binding for faculty members on probationary contract. For faculty members on continuing contract procedures as contained in C-7 of this article will be followed.

E. If procedures outlined in Sections B, C and D have been followed, then the decision and the termination of services under Sections B, C and D of a faculty member are not subject to the grievance procedure.

ARTICLE VIII - STAFF REDUCTION

- A. Whenever it is necessary to decrease the size of the faculty due to but not limited to insufficient funds or substantial decrease of student population, the District, upon recommendation of the President, may cause the necessary number of faculty members to be placed on involuntary leave of absence, without pay.
1. The criteria for retention shall be College seniority in accordance with the subject matter qualifications as described in Article VI, C. 1. and C. 2.
 2. If a faculty member who is to be placed on an involuntary leave of absence without pay is adequately qualified to perform scheduled duties in another instructional area or the Student

and Information Services Division that faculty member shall be reassigned to the following duties in the following order:

- (a) duties performed by part-time faculty;
 - (b) extra-contractual duties;
 - (c) teaching duties performed by administrators;
 - (d) duties performed by temporary full-time faculty;
 - (e) duties performed by probationary faculty members;
 - (f) duties performed by continuing contract faculty members with less seniority.
3. If a question arises regarding whether or not a faculty member is "adequately qualified" to perform scheduled duties in another instructional area or Student and Information Services Division, then the Vice President into whose area the faculty member desires to be transferred will issue a determination based on the provisions of Article VI, C. 1. and C. 2. of this Agreement.
 4. When circumstances shall be appropriate, each faculty member placed on involuntary leave of absence as aforementioned shall be offered re-employment. The criteria for re-employment shall be the same as in Article VIII, A. 1. and A. 2. above, except that qualifications acquired after being placed on involuntary leave of absence may not be used to bump a continuing contract faculty member not previously placed on involuntary leave.
 5. Such re-employment shall not result in loss of status or credit for previous years of service at Monroe County Community College.
- B. No new appointments shall be made while there are available faculty members on involuntary leave of absence and who are adequately qualified to fill the vacancies unless such faculty members shall fail to advise, in writing, the President or his/her designee of their acceptance of employment within twenty-one (21) calendar days from date of notification by the President, or his/her designee, of positions available.
 - C. Faculty members, and administrators on continuing contract status, shall be credited with all service within the College as administrators as well as with any teaching performed within the College for determining the order of their seniority within the College.
 - D. Faculty members on involuntary leaves of absence in excess of three (3) years shall be excluded from the provision outlined in Section B, Article VIII, Staff Reduction.

ARTICLE IX - GRIEVANCE PROCEDURE

A. General Provisions

1. Any faculty member, group of faculty members, MCCCFA or administrator believing that there has been a violation of any provision of this agreement may initiate a grievance.

2. The policy for presenting grievances shall be consistent with Section II of Public Act 336, 1947, as amended.
 3. The "aggrieved person" is the person or persons initiating the grievance. The term "days" shall mean calendar days.
 4. All discussions shall be kept confidential among the aggrieved party, the MCCCFA representative, and the administration in the absence of the consent of the aggrieved. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings and conferences are during College hours all employees whose presence is required shall be excused for that purpose, with no reduction in pay.
 5. The failure of an administrator at any step to communicate his/her decision on the grievance to the aggrieved party within the prescribed time limits set forth in this grievance procedure shall require that the relief requested be granted.
 6. The failure of the faculty member of the MCCCFA to appeal a decision to the next highest step within the time limits prescribed in the grievance procedure shall constitute a withdrawal and shall bar further action on that faculty member's grievance.
 7. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. The time limits however may be extended by mutual consent.
 8. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of participants.
 9. The aggrieved person shall at all steps of the procedure have the right to counsel.
- B. A faculty member who believes he/she has reason to be aggrieved is strongly encouraged to talk informally with his/her immediate supervisor or appropriate administrator to the end that the matter can be resolved without using the grievance procedure. No written records of such conversations need be maintained.
- C. Procedure for Processing a Grievance
1. Step I: The form titled "Grievance Form" (See Appendix A) shall be completed and filed with the immediate supervisor or appropriate administrator.

The form must be submitted within twenty (20) calendar days of the date of the alleged violation:
 - (a) by the faculty member in person on his/her own behalf;
 - (b) by the faculty member accompanied by MCCCFA representative;
 - (c) through the MCCCFA representative if the faculty member so requests;

(d) by the MCCCFA representative in the name of MCCCFA (Association Grievance).

The administrator must issue a written determination within ten (10) calendar days of the date the grievance form is filed with him/her.

A grievance filed by the Association on behalf of the faculty members in more than one division shall be filed at Step II of the grievance procedure. If the grievance is initiated at Step II, it must be filed within twenty (20) calendar days of the alleged violation. The Vice President shall issue a determination within ten (10) calendar days of the date the grievance form is filed with him/her.

2. Step II: Appeal of determination of the original grievance of the immediate supervisor at Step I may be made by presenting a written appeal to the appropriate Vice President within seven (7) calendar days of receipt of the determination. The Vice President shall issue his/her written determination within ten (10) calendar days of receipt of the appeal.
3. Step III: Appeal from the determination of the original grievance of the Vice President at Step II may be made by presenting a written appeal to the President of the College within seven (7) calendar days of receipt of the determination. The President shall issue his/her written determination within ten (10) calendar days of the receipt of the appeal.
4. Step IV: If the faculty member of the MCCCFA is dissatisfied with the decision of the President, the faculty member or MCCCFA may refer the matter to arbitration by delivering written notice of this desire to the College President within ten (10) calendar days of receipt of his/her decision. MCCCFA shall make application for arbitration within thirty (30) calendar days of its notification to the College President. Failure to make written application within the stated calendar days shall constitute withdrawal and shall bar further action on the grievance.
5. Step V: The arbitrator shall be mutually selected from a list submitted by the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties provided that the arbitrator shall confine his/her opinion to the sole question of whether or not there has been a violation of this agreement. He/she shall give no opinion with respect to any matter left by this agreement or by law to the discretion of the District.
 - (a) The result of the arbitrator's decision shall be implemented within fifteen (15) calendar days of receipt of the decision. Extension of this time limit may be mutually agreed upon.
 - (b) The District and the aggrieved party will each pay one-half of the cost of arbitration.

ARTICLE X - SELECTION OF PROFESSIONAL STAFF

- A. It shall be the policy of the District to encourage faculty participation in the selection of professional staff represented by the bargaining unit.

- B. When a faculty position represented by the bargaining unit is open, members of the respective division, who are on campus and are available, shall have the opportunity to review applications, interview candidates and recommend appointees for the vacancy.

ARTICLE XI - LEAVES OF ABSENCE

A. Professional Leaves

1. General Provisions

- (a) Professional leaves shall be limited to:
 - (1) Advanced study leaves
 - (2) Sabbatical leaves
 - (3) Leaves for exchange teaching and/or assignment
 - (4) Leaves for foreign country or military school teaching and/or assignment
 - (5) Leaves for participation in National Defense Graduate Fellowship Programs and National Science Foundation Programs, and other similar college-level programs
 - (6) Leaves for employment in industries or businesses related to teaching and/or assignment area
- (b) Application for professional leave shall be filed with the appropriate Vice President not later than March 1 for fall or October 1 for winter. Approval or denial of the request shall be rendered in writing no later than sixty (60) calendar days after the deadline for such a request. Applications for professional leave may be accepted at other times when it is mutually agreed that the action is in the best interest of the individual and the College.
- (c) A faculty member on professional leave shall receive any regularly scheduled salary increase granted, and shall also be subject to any general salary adjustment which may be effected.
- (d) Contractual benefits or rights accumulated by a faculty member prior to the effective date of the leave of absence shall be carried forward and credited to the faculty member upon his/her return.
- (e) At least sixty (60) calendar days before the expiration date of the leave the faculty member in writing must notify the appropriate Vice President of his/her intention to return as agreed, or request an extension of the leave.
- (f) A faculty member returning from a professional leave shall have the right to return to the position from which he/she left. In the event of the elimination of the position in the interim, seniority at Monroe County Community College will be the determining factor in filling staff assignments for which the faculty member is qualified.

- (g) All professional leaves with the exception of sabbatical leaves and exchange teaching and/or assignment leaves shall be without pay from the College.
- (h) Replacements or substitutes for faculty on leave may be employed on a term appointment basis and will be temporary employees.

2. Specific Provisions

(a) Advanced Study Leaves

A faculty member may be granted a leave of absence without pay for advanced-study.

(b) Sabbatical Leaves

- (1) Sabbatical leaves shall be interpreted as leave from duty granted to a continuing contract faculty member for the purpose of improving his/her instruction.
- (2) All sabbatical leaves shall be limited to purposes that clearly promise reciprocal advantage to the College as determined by the District through the enhancement of personal competence by study, research, writing, travel, or cognate pursuits or any combination thereof.
- (3) In determining their recommendations on requests for sabbatical leave, the appropriate divisional dean or director, Vice President and the President shall consider the following items:
 - a. The extent of the applicant's professional study and growth, and contribution and successful service to the institution during preceding service.
 - b. The extent to which plans submitted for use of time while on leave are definite and educationally constructive.
 - c. The length of uninterrupted service at Monroe County Community College.
 - d. Reasonable and equitable distribution of applicants among the divisions of the College.
- (4) Sabbatical leaves may be granted to faculty members after seven (7) consecutive years of full-time employment at M.C.C.C. subject to availability of funds and approved by the Board of Trustees.

The leave may be granted for one (1) year at one-half (1/2) of the contractual salary or for one (1) semester at full contractual salary.

The person accepting a sabbatical leave must have a well-defined plan of study which is to be presented in writing to the President and the Board of Trustees. The faculty member who is granted a sabbatical leave will be required to return to his/her duties at the College for at least one (1) year and to submit in writing a report regarding the use of his/her sabbatical leave to the President

and Board of Trustees. If the faculty member does not return to the service of the College, full restitution of any compensation paid to him/her during the sabbatical leave must be made to the College.

(c) Leaves for Exchange Teaching and/or Assignment

- (1) After having attained continuing contract at Monroe County Community College, a faculty member may be granted a one-year leave with pay for a reciprocal exchange teaching and/or assignment.
- (2) Any request for such leave shall be judged by the District upon its merits; namely, what benefits can be derived from such an assignment.
- (3) The plans, as formulated by the Office of the United States Commissioner of Education, in which each exchange faculty member remains under the control of the home district in matters of pay, tenure, and other related considerations, shall be in full effect, providing such plans do not conflict with provisions of this agreement. In such cases, the provisions of this agreement shall apply.

(d) Leaves for Foreign Country or Military School Teaching and/or Assignment

After having attained continuing contract at Monroe County Community College, faculty members may be granted leave for foreign country or military school teaching and/or assignment.

(e) Leaves for Participation in National Defense Graduate Fellowship Program and National Science Foundation Grants

National Defense Graduate Fellowship Leaves and National Science Foundation Leaves or similar leaves may be granted.

B. Personal Leaves

1. General Provisions

- (a) Personal Leaves shall be limited to:
- (1) Sick leave
 - (2) Extended health leaves due to physical and mental
 - (3) Child care
 - (4) Family medical leave
 - (5) Extended leave for care of family members
 - (6) Military leaves
 - (7) Leaves for public service

- (8) Leaves for jury duty and subpoenaed witness
- (9) Bereavement
- (10) Personal business
- (11) Association Days
- (12) Other leaves will be considered on the basis of the merits of each individual request by the appropriate administrator.

(b) A faculty member returning from personal leave shall have the right to return to the position which he/she left. In the event of the elimination of the position during the interim, seniority at Monroe County Community College shall be the determining factor in filling staff assignments for which the faculty member is qualified.

2. Specific Provisions

(a) Specific provisions include:

(1) Sick Leave

Sick leave will be accumulated at the rate of 1½ days per month of service. Fifteen (15) days will be allowed as a loaned benefit which must be repaid to the College out of future earned sick leave accumulation; or, should service terminate after this bank credit is used and before it is repaid, it will be considered a debt to the College and deducted from salary. A faculty member upon request to the Business Office shall be informed of the number of his/her accumulated sick leave days.

There is no limit on the amount of sick days that can be stored in a bank of accumulated sick days. However, a faculty member is only allowed to use sick leave that will cover him/her through ninety (90) calendar days.

Once a faculty member who has been on sick leave or LTD returns to work, he/she is again eligible to draw upon his/her bank of sick days through ninety (90) additional calendar days (if his/her bank of accumulated days is sufficient to cover ninety (90) calendar days). This procedure may be repeated until the faculty member's bank of accumulated sick leave is exhausted.

(2) Extended Health Leaves Due to Physical or Mental Causes

a. Under predictable circumstances, when medical opinion indicates the faculty member will be absent from work for more than two (2) weeks, he/she shall request extended health leave.

Extended health leave due to physical or mental causes shall be granted to faculty members upon request by the faculty member and recommendation by the President. Such request shall be in writing and shall be accompanied by a written diagnosis by the attending physician including a projected return date if feasible. Days used for this purpose shall be charged to the faculty member's sick leave bank. Such extended health leave may be considered for renewal at least every six (6) months.

- b. Under predictable circumstances request for an extension of such leave or notice of intention to return must be made in writing at least sixty (60) calendar days prior to the termination date of the leave. Failure to return after termination date of the leave will constitute faculty resignation. Before returning to work the faculty member must provide a doctor's statement attesting to his/her fitness. The District may at its expense require a concurring opinion from its physician before agreeing to the faculty member's return. In the absence of concurrence, additional medical evidence may be required at the District's expense from a mutually agreeable source.

When the extended health leave requested is shorter than ninety (90) days, the faculty member will not be subject to the sixty (60) day notification requirement. Details relating to notification of return will be as agreed upon between the faculty member and his/her immediate supervisor.

- c. Faculty members shall utilize FMLA leave for these periods, to the extent possible.

(3) Child Care

- a. Upon written request to the President of the College, a faculty member may be granted a leave of absence without pay not to exceed twelve months (inclusive FMLA leave) for the care of dependent child/children.
- b. If the leave request is for a period longer than ninety (90) calendar days, the faculty member must submit in writing to the appropriate Vice President either his/her intention to return or a request for an extension of the leave at least thirty (30) days prior to the expiration date of the leave.
- c. Faculty members shall utilize FMLA leave for these periods, to the extent feasible.

(4) Family and Medical Leave

A faculty member who has worked for the District for at least one (1) year and has provided at least 1,250 hours of service during the prior twelve (12) months, may be granted an unpaid family or medical leave of absence for a specified period not to exceed twelve (12) weeks.

- a. Leaves under this provision may be for the faculty member's serious health condition, as allowed by the Family and Medical Leave Act, provided the applicable need is made known to the District in accordance with the provisions of this Article and the FMLA, is supported by a proper doctor's certificate and, as requested, FMLA medical certification showing the nature of the illness and the estimated length of time the faculty member will be unable to perform his/her job. The District may require second and third opinions, as allowed by the FMLA.
- b. The leave may also be to care for a family member with a serious health condition, or to care for a newly born child or a child under age one (1)

newly adopted by the employee or under foster care by the faculty member, to care for an injured servicemember who is recovering from a serious illness or injury sustained in the line of active duty as defined by the FMLA, and for qualifying exigencies within the FMLA related to a covered family members' call to active duty status in a military unit as described in the FMLA and in support of a contingency operation.

- c. During this leave, the District shall continue to contribute its share of the faculty member's premiums for health insurance, as required by the FMLA. During such leave, the faculty member shall be required to furnish a similar report from a doctor when requested periodically by the District as allowed by the FMLA.
 - d. Leaves may be taken intermittently as allowed by the FMLA, and the employee may be reassigned in such cases, as allowed by the FMLA. When leave is taken on an intermittent basis under the FMLA, the employee must follow the District's regular attendance call-in procedures to report an unforeseeable absence.
 - e. Upon the expiration of said leave, the faculty member shall furnish the District with a statement, signed by a physician, which establishes the fitness of the faculty member to return to the employee's job. Return near the end of a term may be restricted for teaching staff, as allowed by the FMLA. Should the District have reason to doubt the fitness of the employee to return to the employee's job, the District may, at its own expense, require the employee to pass a physical examination to the satisfaction of a physician appointed by the Employer prior to the employee's return to work.
 - f. This provision will be construed and applied in a manner consistent with the requirements of the FMLA. This provision is not intended to provide rights greater than those provided by the FMLA, and the District retains all rights allowed to it under that law. Faculty members may be required to exhaust paid leaves, as allowed by the FMLA, concurrent with the FMLA leave.
 - g. On returning from leave, the faculty member is entitled to be reinstated to his/her former position or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, subject to Article VIII.
- (5) In caring for an immediate family member, the faculty member is able to take five (5) days sick time to avoid loss of wages.

(6) Extended Leave for Care of Family Members

A leave without pay not to exceed twelve (12) months (inclusive of FMLA leave) may be granted to a faculty member to care for ill members of his/her immediate family upon written request by the faculty member and recommendation of the appropriate Vice President. Other conditions will be considered on the merits of each individual case.

At least sixty (60) calendar days before the expiration date of the leave, except to the extent the leave is an FMLA leave, the faculty member must

submit in writing to the appropriate Vice President either his/her intention to return, as agreed, or a request for an extension of the leave.

(7) Military Leaves

- a. Any faculty member at Monroe County Community College who is conscripted into the Defense Forces of the United States for military service shall be granted a military leave and shall retain job rights and seniority in accordance with the provisions of applicable federal and state laws. A faculty member who intends to enlist may be granted a military leave upon written request to the President and upon the recommendation of the President.
- b. Written request to return from leave must be made as required by applicable law.
- c. A faculty member shall not take temporary military leave during the academic year unless he/she cannot take the leave at any other time. In such cases, a letter from the faculty member's commanding officer, attesting to the facts that (1) he/she is ordered to temporary military duty and (2) he/she could not serve at any time other than the time period so ordered, must be on file in the office of the appropriate Vice President before the faculty member is granted the leave.
- d. The reservist or member of the national guard will be paid the difference between his/her College salary earned during the regular faculty contract year if his/her military pay is less than his/her daily College rate. Differential in pay is limited to a total of twenty (20) months of military service during the regular faculty contract year(s).

(8) Leaves for Public Service

Upon recommendation of the President, a faculty member may be granted leave for public service, subject to sufficient notice to make adequate provision for replacement. Such leave may include but is not limited to:

- a. Service as a public official
- b. Service in the Peace Corps

(9) Jury Duty and Subpoenaed Witness

A faculty member who is summoned and reports for jury duty or is subpoenaed and reports as a witness in any judicial hearing shall receive a leave of absence and shall be paid at his/her regular salary rate. All jury duty fees and witness fees shall be turned over to the College.

(10) Bereavement

A faculty member shall be entitled to a maximum of five (5) days of absence without loss of salary in the event of death of any member of either spouse's immediate family. Members of the immediate family are defined as mother, father, foster parents or children, husband, wife, son, daughter, brother, sister,

son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren or a relative living in the immediate household. Leave taken for this purpose shall be charged to the member's sick leave bank.

(11) Personal Business

The number of days allowed annually for reasons of personal business shall be limited to two (2). These days shall be deducted from accumulated sick leave. These days shall be granted at the request of the faculty when he/she notifies the appropriate supervisor twenty-four (24) hours in advance, but these days shall not be taken the work day immediately prior to and/or immediately following a scheduled holiday and/or vacation period. The faculty member need not state the nature of his/her personal business.

(12) Association Days

The District shall allow MCCCFA representatives time off with pay to attend state and/or national association workshops, conferences, conventions, and other activities provided that the total of time so taken shall not exceed five (5) days per calendar year. Such days shall be allowed to MCCCFA. These days shall be granted at the request of the MCCCFA President when he/she notifies the appropriate supervisor a minimum of twenty-four (24) hours in advance and the appropriate supervisor approves the arrangements made to cover the contractual duties.

Association days shall not be used for lobbying or attendance at sympathy strikes or protest in other districts. An accurate record of days used for Association days shall be kept. The MCCCFA President shall notify the Vice President of Administration when these days are being used. A day charged to this provision shall be in one-half (1/2) or full day increments.

C. Insurance Coverage While on Leave

1. The following leaves include full group health insurance coverage for the duration of the leave:

- Sabbatical leave
- Leaves for exchange teaching and/or assignment
- Jury duty and subpoenaed witness
- Bereavement
- Personal business
- Association days
- Military leaves, (7)c.

2. Leaves taken under and pursuant to the Family and Medical Leave Act will include full group health insurance as required by that Act.

3. The following leaves do not include insurance coverage:

- Advanced study leave
- Leaves for foreign country or military school teaching and/or assignment
- Leaves for participation in National Defense Graduate Fellowship Program

and National Science Foundation grants Military leaves, other than
(7)c
Leaves for public service

ARTICLE XII - COMPENSATION - PLACEMENT, ADVANCEMENT AND METHODS

- A. 1. The salaries of faculty covered by this agreement are set forth in Appendix B of this agreement.
2. The only limitations concerning salary shall be those provided by the terms of this agreement in respect to salary schedule and experience and qualifications.

B. Placement

1. Advance standing not to exceed five years may be granted for past experience in determining initial placement on the salary schedule.
2. The doctorate may be a D.A., an Ed.D. or Ph.D., from a regionally accredited institution. Professional degrees such as J.D., D.V.M., M.D., and D.D.S. from regionally accredited institutions shall be paid at the M.A.+60.
3. All degrees must be earned degrees from regionally accredited institutions in order to be considered for placement or advancement on the salary schedule.
4. Faculty with a Bachelor's degree shall be paid at the Master's degree scale.
5. A faculty member with a Master's degree in nursing shall be placed at the M.A.+30 scale.

C. Advancement

Upon presentation of documentary evidence signifying completion of advanced work and/or degree from a regionally accredited institution, a faculty member's salary will be adjusted at the beginning of the next succeeding pay period. This evidence should be submitted at the earliest possible date as salary adjustment will not be retroactive.

D. Methods of Compensation

1. It is the intention of the District to have a pay day every two weeks, but not to exceed twenty-six (26) pay periods in one year. State and federal regulations may change the date of certain holidays and other events; therefore, the District may make a change in the date of pay days to conform to governmental laws and regulations.
2. Faculty on 165 Work Day Contract
Unless the optional method of payment is chosen, a faculty member on a 165 work day contract will be paid twenty (20) pays on the pay days listed, beginning with the first pay day falling within his/her contractual period. All authorized payroll deductions applicable to the remaining three (3) months will be taken in advance. The last paycheck will be held until all contractual obligations are completed. These obligations include the returning of

keys that have been issued, Learning Resources Center materials, clearing obligations to the Bookstore, and obtaining division clearance as outlined on the check-out form.

3. Optional Method of Payment

A faculty member on a 165 work day contract may choose twenty-six (26) bi-weekly pays over a twelve- (12) month period. The first payment will be made on the first pay day that falls within the contractual period. A faculty member selecting this option may request in writing, from the Business Office, at least two (2) weeks prior to the twentieth (20th) payment, the remaining six (6) payments in a lump sum with the twentieth (20th) payment. The faculty member initially selecting the twenty-six (26) payment option must notify the Business Office in writing at least one week prior to the first payment. Those already on this option shall be continued to be paid on the same schedule unless they request otherwise. The twentieth (20th) paycheck will be held until all contractual obligations are completed.

ARTICLE XIII - FACULTY WORKLOAD

A. Class Size

1. Lecture-discussion classes will normally range in size from 25 to 35 students. Instructors teaching all lecture-discussion sections as a part of his/her regular load will generally not have more than a total of 150 students in these sections, unless there is mutual agreement between the instructor and the District to increase this number.
2. Lecture-recitation and/or lecture-laboratory classes combined for a large lecture and then separated for recitation and/or laboratory periods are not subject to the thirty-five (35) student maximum for the combined lecture sections but are subject to the 150 maximum as in A.1. above. Ratio of lab sections to lecture sections will not exceed three-to-one unless there is mutual agreement to increase this ratio.
3. Classes such as band, collegiate singers and health-physical education activity classes are not subject to the maximum load provisions.
4. Classroom facilities shall be considered when determining class size. The number of students assigned to a laboratory section, for example, will not exceed the number of stations in the laboratory, unless arrangements are made to ensure that a greater number would not impair safety or learning effectiveness.
5. Occasionally, educational technology or the nature of the classroom instruction makes it possible to combine classes. The dictation center, for example, makes it possible to teach beginning, intermediate, and advanced shorthand at the same time in the same room. Similarly, because instruction is so strongly individualized, first semester and second semester oil painting can be taught together. In such cases the contact hours actually in the classroom are counted toward the faculty member's full-time load.
6. Learning Laboratories

The learning laboratory provides instruction for students to be conducted using auto-tutorial, open lab, mechanical and electronic devices and self-instructional materials. Instructor time

is required primarily for planning; developing programs; selecting hardware and software and interacting with and evaluating students.

- (a) Faculty assigned to the learning laboratory shall be scheduled for thirty-five (35) hours per week including office hours, but excluding lunch or dinner periods.
- (b) Faculty assigned to learning laboratory for a portion of their load shall be given credit for one (1) contact hour to meet the loading provision in Section B. for every one and one-half (1½) contact hours scheduled in the learning laboratory.

B. Faculty Load

1. Instructors teaching classes which have a credit-hour, class-hour ratio of one (1) will normally be scheduled for fourteen (14) to sixteen (16) class contact hours with a maximum of sixteen (16) class contact hours per week.
2. Lecture-laboratory combinations or pure laboratory or activity courses will normally be scheduled for fifteen (15) to eighteen (18) class contact hours with a maximum of eighteen (18) class contact hours per week. (First year faculty members in the health science area involved with team teaching shall attend the presentations of their team teaching partner, exclusive of the eighteen (18) hour maximum.)
3. Faculty assigned to the Welding Learning Laboratory shall be scheduled up to 26 contact hours plus 5 office hours per week exclusive of lunch and dinner. Split teaching assignments between the Welding Learning Laboratory and classroom will be prorated based on this load factor and Articles XIII, B.1. and 2.
4. Health science faculty whose assignment is solely in a health clinical area may be assigned up to twenty-four (24) contact hours per week.
5. Student and Information Services faculty shall be scheduled for thirty-five (35) hours per week, exclusive of lunch periods.
6. New occupational programs of limited enrollment or specialty programs such as but not limited to Hospitality Service, Refrigeration Air Conditioning, etc., shall not be subject to the provisions of Article XIII B. for two years after program implementation. Future regulations on load shall be subject to negotiations.
7. Faculty teaching Culinary Skills will be scheduled 25 contact hours per week plus 5 office hours. The primary responsibilities will be to lecture and demonstrate, and provide the necessary supervision while students are in the kitchen and/or restaurant.
8. Respiratory Therapy program faculty shall have each clinic class counted as seven (7) contact hours when determining total load. The total load to be no more than eighteen (18) contact hours.

C. Contract Length

1. The contract year for 165 work day instructional faculty shall be completed within thirty-eight (38) consecutive weeks starting with the first work day of the fall semester.

2. The contract year for 165 work day Student and Information Services faculty shall be completed within thirty-eight (38) consecutive weeks starting with the first work day of the fall semester. Assignment may be made up to three (3) weeks prior to or three (3) weeks following the start of the fall semester. Advance notice of the assigned starting date shall be given prior to the start of the winter semester in the preceding year. The faculty member may request compensatory time to be taken during the year as an alternative to thirty-eight (38) consecutive weeks. Denial of such request is not grievable.
3. Exceptions may be made by mutual agreement between MCCCFA and the District.
4. Individuals employed as new employees to implement special programs funded under provisions of federal and external grants are not subject to the provisions of the contract for a period of twelve (12) months. At the end of the twelve- (12) month period of employment under this provision the employee shall be considered a second year employee of the institution for all purposes and conditions of the Master Agreement if employment is offered. The time periods in this section may be extended upon mutual agreement between MCCCFA and the District.

D. Spring/Summer School Assignments

1. Full-time faculty will usually have first option to teach spring/summer classes.
2. Faculty interested in teaching summer classes shall indicate acceptance or rejection of the assignment in writing one (1) day prior to the completion of the 165 day contract period.
3. Faculty teaching spring/summer shall hold one (1) office hour per week, per course.
4. If a class is scheduled for more than one hour per day, the second and each additional hour will be scheduled as sixty minutes and calculated as fifty-five minutes in order to provide adequate class time and a short break during longer classes.
5. Spring/Summer Extra-contractual Remuneration
 - (a) Spring/summer teaching assignments will be paid at an hourly rate per contact hour of \$66.25.
 - (b) Student and Information Services faculty assignments during spring/summer shall be paid at an hourly rate of \$38.03.

E. Extra-contractual Assignments

1. Provided there is a need for the class in the opinion of the District, full-time faculty will usually have first option to teach extra- contractual assignments subject to the following limitations:
 - (a) Lecture-discussion classes to a maximum of six (6) contact hours and a maximum of one class.

- (b) Lecture-laboratory or pure laboratory classes to a maximum of eight (8) contact hours and a maximum of one class.
- (c) Assignments in excess of the limits in (a) and (b) may be made at the discretion of the division dean.

Student and Information Services faculty will usually have first option for all overload assignments in their respective areas.

2. Remuneration

- (a) Remuneration for extra teaching assignments during fall and winter semesters will be paid at an hourly rate per contact hour of \$66.25.
- (b) Remuneration for extra-contractual assignments in Student and Information Services which occur during the regular contract period shall be paid at an hourly rate of \$38.03.

3. An extra-contractual assignment in the nursing clinical, externally funded, and Corporate and Community Services programs is not subject to the provisions of Article XIII, D. 2. and E. 2., except as noted in Article XIII, E. 4.

4. Full-time faculty teaching extra-contractual classes listed in the official College catalog under the 090-299 number sequence but offered through Corporate and Community Services, will be paid at the extra-contractual rates indicated in Article XIII, E. 2.

F. New Course Development

Provided there is a need in the opinion of the District, full-time faculty will usually have the first option to develop new courses and/or convert existing courses into on-line sections under the following guidelines:

- 1. For developing a new course in the on-line course format, as determined by the division dean, a faculty member shall be remunerated at the extra contractual teaching rate for the contact hours assigned to the course and submission of the following materials to the division dean: course outline, expanded course outline, and syllabus.
- 2. For developing a new course, as determined by the division dean, a faculty member shall be remunerated at the extra contractual teaching rate for three-quarters the contact hours assigned to the course upon submission of the following materials to the division dean: course outline, expanded course outline, and syllabus.
- 3. For converting an existing course into an on-line section, as determined by the division dean, a faculty member shall be remunerated at the extra contractual teaching rate for one-half the contact hours assigned to the course upon submission of the syllabus to the division dean.

G. College Day

The College day is from 7:00 a.m. to 11:00 p.m. Faculty assignments may be scheduled at any time during this period as requirements are determined. However, except for very unusual situations, no instructor will be scheduled for classes over a period greater than nine (9) hours in any one day except by mutual agreement. Except by mutual agreement, a faculty member shall not have his/her regularly scheduled duties span more than five (5) consecutive days.

- H. During scheduled faculty workdays and at those periods when faculty are engaged in non-instructional activities as part of their regular assignment, faculty shall be assigned seven (7) hours per day on campus, exclusive of lunch period, unless alternative appropriate arrangements are approved by the immediate supervisor. A partial non-teaching load shall be prorated based on a thirty-five (35) hour work week.

ARTICLE XIV - CONTINUITY OF OPERATION

- A. It is further agreed by the contracting parties that in case the College is closed during the College year by order of the Board of Trustees, or their designated representative, or by order of the health authorities, the said faculty member shall receive said faculty member's regular payments during the time the College is so closed.
- B. Neither the Monroe County Community College Faculty Association nor any person acting in its behalf during the period of this agreement will directly or indirectly cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a faculty member from his/her position, stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the faculty member's duties of employment) for any purpose whatsoever.
- C. All other provisions of Act 336 of the Public Acts of 1947, as amended, shall apply to this Master Agreement.

ARTICLE XV - FRINGE BENEFITS

- A. Admission to Courses: Faculty and their Families
1. All faculty and their families (spouse and dependent children as defined by the Internal Revenue Service or the health insurance provided by the District) of Monroe County Community College may be admitted to those Monroe County Community College courses for which they are eligible without payment of tuition and fees that pay for use of College-owned materials. Costs for books or manuals, or special fees required for classes such as skiing, bowling, photography, etc., will be the responsibility of the enrollee. If the cost of a course includes books and fees as well as tuition, the employee will be responsible for the costs indicated in the previous sentence.
 2. The provisions of this section may be extended to the spouse and dependent children of deceased faculty members who have completed ten or more years of full-time service at Monroe County Community College and who were either actively employed or on approved

leave at the time of death. Tuition for the spouse shall be limited to five (5) years from the date of death of the faculty member.

B. Insurance Protection

The District will provide the following insurance protection for members of the bargaining unit. Except where named below, the District will name the insurance carrier(s).

A more detailed description of these insurance coverages is provided in plan booklets provided by the insurance carrier and distributed by the College to the employees. In the event of any contradiction between the coverage in this bargaining agreement and the insurance contracts for the coverages listed below, the insurance contracts shall govern.

1. Workmen's Compensation. This protection is furnished at no cost to the employees.
2. Medical Insurance. The District shall contribute towards the health insurance premiums for the covered employee and the employee's family through the MESSA Program as follows, with all coverage and benefits being subject to MESSA's ground rules and procedures.
 - (a) Each employee may choose to participate in either the MESSA Super Care I or MESSA Choices II PPO as in prior academic years, but the District's premium obligation shall not exceed the amount required for the employee to participate in the Choices II PPO. If the employee elects to participate in the Super Care I plan, then the employee shall be obligated to pay the difference in premiums through payroll deduction. The dollar difference will be determined based on the unpacked rates between the Super Care I and the applicable Choices II PPO package in effect during the term of this agreement as mutually agreed upon by MCCCFA and the District.
 - (b) Effective January 1, 2011, or as soon as thereafter possible, the MESSA Choices II PPO referred to above shall be with a \$200/\$400 in-network deductible, a \$10/\$20 prescription drug card, and \$10 office visit co-pay.
3. MESSA Life Insurance. The District shall provide \$50,000 of life insurance and accidental death and dismemberment insurance. Additional insurance equal to one-half (1/2) of the basic policy may be available on a payroll deduction basis. Participation equal to 75% of the group is required if the additional coverage is to be made available without physical examination.

Life insurance coverage for spouse and dependent children also shall be available to interested persons at a nominal cost on a payroll deduction basis. Insurance coverage (subject to policy restrictions) may be converted to permanent insurance at the time of separation for persons leaving the employ of Monroe County Community College.
4. Long-term Disability Insurance. Regular full-time employees are covered by MESSA long-term disability insurance paid in full by the District. Compensation under this policy begins ninety (90) days after the disability occurs and continues for the duration of the disability or to age 65. The amount of compensation will be equal to 70% of the employee's regular annual earnings less any other benefit as listed by policy.

5. Professional Liability Insurance. The District will provide professional liability insurance coverage for the faculty with a coverage of not less than \$500,000 per occurrence at no cost to the faculty member.
 6. Dental Care. The District shall provide the MESSA Dental Care Program for all employees of the bargaining unit and their eligible dependents, Plan E with Orthodontic Rider 007.
 7. Vision Care. The District shall provide the MESSA Vision Care Plan VSP-3 for all members of the bargaining unit and their dependents.
- C. Optional Retirement Plan. For those faculty members electing to participate in the Optional Retirement Plan, the District shall contribute to the retirement account, for the credit of the member, the same amount each year that would have been contributed if the faculty member had elected the MPSERS plan.

The faculty member electing to participate in the Optional Retirement Plan shall contribute from his/her salary an amount equal to the MIP rate the member would have contributed if the faculty member had elected the MPSERS plan.

ARTICLE XVI - TERMINATION AND MODIFICATION

- A. This extended agreement shall be effective after ratification by the Board of Trustees and the Association, and shall continue in full force until midnight, August 24, 2012.
- B. Either party may give written notice to the other of its desire to negotiate a new agreement by no later than May 1, 2012 but not prior to January 15, 2012. Upon receipt of this notice, acknowledgement must be given within five (5) calendar days and arrangements shall be made within thirty (30) calendar days for negotiations to commence.
- C. Collective bargaining meetings between the District and MCCCFA 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 District and the MCCCFA.
- D. Any amendments that may be agreed upon during the life of this agreement shall become and be a part of this agreement without modifying or changing any other terms of this agreement.
- E. The District shall make no change in faculty hours, wages or working conditions except as provided for in Section C, Article XVI.
- F. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the District and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge

or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

ARTICLE XVII - 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 District, the MCCCFA and employees 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 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.

**Monroe County Community College
Faculty Association, MEA-NEA**

Monroe County Community College

By: _____
Mark Bergmooser, President

By: _____
David E. Nixon, Ed.D, President

Date: _____

Date: _____

APPENDIX A

Grievance Number _____

GRIEVANCE

Employee's Name _____

Provision of Master Agreement Allegedly Violated:

Article _____

Sub-section(s) _____

Page _____

Date of Alleged Violation _____

Grievance:

Relief Requested:

Signed

Disposition:

Signed

APPENDIX A (continued)

Grievance Number _____

Step I: Date Filed _____

Signature of Person Initiating Grievance

Signature of Immediate Supervisor

Step II: Date Filed with or Appealed to Vice President _____

Signature of Person Appealing Grievance

Signature of Vice President

Step III: Date Appealed to the President _____

Signature of Person Appealing Grievance

Signature of President

Step IV: Date Appealed to Arbitration _____

Signature of Person Appealing Grievance

Signature of President of the College

APPENDIX B
FACULTY SALARY SCHEDULE
165 WORK DAY

2010-11 and 2011-12 Academic Years

| <u>Step</u> | <u>M.A.</u> | <u>M.A. + 30</u> | <u>M.A. + 60</u> | <u>Ph.D.</u> |
|-------------|-------------|------------------|------------------|--------------|
| 1. | \$47,879.00 | \$49,017.00 | \$50,872.00 | \$52,670.00 |
| 2. | 50,494.00 | 51,903.00 | 54,059.00 | 55,892.00 |
| 3. | 53,190.00 | 54,875.00 | 57,346.00 | 59,218.00 |
| 4. | 55,964.00 | 57,937.00 | 60,734.00 | 62,640.00 |
| 5. | 58,819.00 | 61,085.00 | 64,229.00 | 66,164.00 |
| 6. | 61,754.00 | 64,331.00 | 67,818.00 | 69,791.00 |
| 7. | 64,778.00 | 67,664.00 | 71,519.00 | 73,529.00 |
| 8. | 67,884.00 | 71,098.00 | 75,322.00 | 77,372.00 |
| 9. | 71,077.00 | 74,628.00 | 79,241.00 | 81,328.00 |
| 10. | 74,356.00 | 78,262.00 | 83,270.00 | 85,393.00 |
| 11. | 77,734.00 | 81,994.00 | 87,415.00 | 89,576.00 |
| 12. | 81,196.00 | 85,829.00 | 91,669.00 | 93,873.00 |

For the 2010-11 academic year, only, faculty members who were on Step 12 of the 2009-10 academic year salary schedule and who are employed by the District as of the effective date of this Agreement shall receive a lump sum payment off schedule of \$500.00 on the first payday in January, 2011.

For the 2011-12 academic year, only, faculty members who were on Step 12 of the above salary schedule for the 2010-11 academic year and who are employed by the District on the date the payments required in this paragraph are due shall receive: a lump sum payment of \$500.00 on the first payday of the 2011-12 academic year; and a lump sum payment of \$500.00 on the first payday in January 2012.

If the following assignments are in addition to the regular contract, the following rates shall apply.

- Dramatics \$ 1,166 per semester
- Agora \$ 675 per semester

Literary Arts Magazine. \$ 982 per year

District approved club advisors will be compensated \$1,104 annually if warranted by sufficient club activity evidenced by an annual report and financial review.

Advisors for Delta Epsilon Chi and Business Professionals of America shall be compensated as determined by the Vice President of Instruction.

APPENDIX C

FACULTY CALENDAR

August 23, 2010 through May 5, 2011

| | | |
|--|-----------|-------------------------------|
| August 23, 2010 | Monday | Work Day |
| August 24, 2010 | Tuesday | Work Day |
| August 25, 2010 | Wednesday | Work Day |
| August 26, 2010 | Thursday | Fall Classes Start |
| September 6, 2010 | Monday | Labor Day-Paid Holiday |
| November 25, 2010 | Thursday | Thanksgiving Day-Paid Holiday |
| November 26, 2010 | Friday | Faculty Vacation Day |
| December 13, 2010 | Monday | Fall Classes End |
| December 14, 2010 | Tuesday | Faculty Work Day |
| December 15, 2010 | Wednesday | Work Day |
| December 16, 2010 | Thursday | Work Day |
| December 17, 2010 | Friday | Work Day |
| December 18, 2010 through January 2, 2011 | | Faculty Vacation |
| January 3, 2011 | Monday | Work Day |
| January 4, 2011 | Tuesday | Work Day |
| January 5, 2011 | Wednesday | Work Day |
| January 6, 2011 | Thursday | Faculty Work Day |
| January 7, 2011 | Friday | Winter Classes Start |
| March 7 through 11, 2011 | | Faculty Vacation |
| April 22, 2011 | Friday | Good Friday-Paid Holiday |
| April 30, 2011 | Saturday | Winter Classes End |
| May 2, 2011 | Monday | Faculty Work Day |
| May 3 through 5, 2011 | | Work Days |

FACULTY CALENDAR

August 22, 2011 through May 4, 2012

| | | |
|--|------------------|-------------------------------|
| August 22, 2011 | Monday | Work Day |
| August 23, 2011 | Tuesday | Work Day |
| August 24, 2011 | Wednesday | Work Day |
| August 25, 2011 | Thursday | Fall Classes Start |
| September 5, 2011 | Monday | Labor Day-Paid Holiday |
| November 24, 2011 | Thursday | Thanksgiving Day-Paid Holiday |
| November 25, 2011 | Friday Faculty | Vacation Day |
| December 12, 2011 | Monday | Fall Classes End |
| December 13, 2011 | Tuesday | Faculty Work Day |
| December 14, 2011 | Wednesday | Work Day |
| December 15, 2011 | Thursday | Work Day |
| December 16, 2011 | Friday | Work Day |
| December 17, 2011 through January 2, 2012 | | Faculty Vacation |
| January 3, 2012 | Tuesday | Work Day |
| January 4, 2012 | Wednesday | Work Day |
| January 5, 2012 | Thursday Faculty | Work Day |
| January 6, 2012 | Friday | Winter Classes Start |
| March 5 through 9, 2012 | Faculty | Vacation |
| April 6, 2012 | Friday | Good Friday-Paid Holiday |
| April 28, 2012 | Saturday | Winter Classes End |
| April 30, 2012 | Monday | Faculty Work Day |
| May 1 through 4, 2012 | | Work Days |

Faculty Work Day = Typically, no mandatory meetings to be scheduled.

Note: It is the intention of the District to allow the instructional faculty as much time as possible for course preparation on the two days prior to the first day of classes of the fall semester. It is the intention of the District to allow as much time as possible during fall and winter work days for the instructional faculty to assess student learning and outcomes for the courses they teach and assist in the assessment of the program(s) in which they teach.

Faculty teaching summer school will receive Independence Day as a paid holiday.

APPENDIX D

DEFINITIONS

Full-time, non-administrative regular faculty contracts shall be issued to individuals who fulfill the minimum workloads as follows:

1. Faculty members assigned lecture-discussion classes of eleven (11) or more credit-contact hours, or its equivalent in combined assigned duties, per week throughout the course of a regular semester.
2. Faculty members assigned lecture-laboratory or activity classes of thirteen (13) or more contact hours, or its equivalent in combined assigned duties, per week throughout the course of a regular semester.
3. Faculty members assigned in the automotive service mechanics program fourteen (14) or more contact hours, or its equivalent in combined assigned duties, per week throughout the course of a regular semester.
4. Health science faculty members assigned seventeen (17) or more contact hours, or its equivalent in combined assigned duties, per week in a health clinical area throughout the course of a regular semester.
5. Faculty members assigned twenty-one (21) or more hours, or its equivalent in combined assigned duties, per week in Student and Information Services throughout the course of a regular semester.

APPENDIX E

PLACEMENT OF FACULTY WITH SPECIAL QUALIFICATIONS INTO THE SALARY SCHEDULE

- E. 1. Since the salary schedule reflects the concept of stimulating professional growth by recognizing advanced study (Master's and Doctorate) as well as graduate credit taken beyond the Bachelor's (M.A., M.A. + 30 and M.A. + 60), it is also necessary to recognize professional growth in these areas which cannot be measured by the number of credits taken in graduate school.
2. In the specialized areas of technology and in some cases business, the professional growth of a faculty member may be the result of his/her participation in (1) industrial product service schools, (2) special non-credit courses offered at the university, (3) structured work experience, and (4) participation in NDEA or NSF summer programs which may or may not offer credit.
3. Proper recognition of the special competencies are important if we are to be consistent in our philosophy as it relates to staff growth. With this in mind the following proposal is included as part of the College policy.
- (a) Faculty employed in the career areas will have a minimum of a Bachelor's degree and be able to qualify for State Vocational Certification. Persons in this category will be paid at the M.A. salary rate starting on Step 1 through 6, depending on prior experience.
 - (b) Prior industrial or business experience will be evaluated on a 2-to-1 basis with a maximum of five (5) years granted on the salary schedule. The industrial or business experience will be evaluated on its own merit relative to the teaching position involved and used to determine the number of years of credit with a maximum of five (5) years to be granted. Prior industrial teaching experience will be equated the same as other private or public teaching experience.
 - (c) Technical and Business faculty with a Master's degree who are eligible for State Vocational Certification will be granted the equivalent of fifteen (15) credits beyond the Master's. An individual in this category may qualify for the M.A. + 30 salary level by:
 - (1) earning fifteen (15) additional graduate semester credit hours
 - (2) attending special product service schools. Each case will be reviewed and evaluated on its own merit. In general, a program involving six (6) hours of class per day would equate as one (1) hour credit for every week in attendance. A maximum of twenty (20) credits to be allowed.
 - (3) attending National Science Foundation or National Defense Education Act summer programs. Courses under these programs must be taken for credit to be considered.

- (d) Technical or Business faculty may qualify for the M.A. + 60 salary level by:
- (1) Possessing an earned M.A. + 60 additional graduate semester credit hours.
 - (2) Possessing an earned Master's plus a combination of credit determined as follows:
 - a. vocational certification (maximum 15).
 - b. attending special product service schools. Each case will be reviewed and evaluated on its own merit. In general, a program involving six (6) hours of class per day would equate as one (1) hour credit for every week in attendance. A maximum of twenty (20) credits to be allowed.
 - c. attending National Science Foundation or National Defense Education Act summer programs. Courses under these programs must be taken for credit to be considered.
 - d. graduate semester credit hours.