

Agreement Between
The Board of Trustees of
Henry Ford College
and
The Henry Ford Community College
Federation of Teachers
American Federation of Teachers Local 1650
2023-2026

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**AGREEMENT BETWEEN
THE BOARD OF TRUSTEES
OF HENRY FORD COLLEGE
AND
THE HENRY FORD COMMUNITY COLLEGE
FEDERATION OF TEACHERS
AMERICAN FEDERATION OF TEACHERS' LOCAL 1650**

2023-2026

This agreement is made this 21st day of February 2023, by and between the Board of Trustees of Henry Ford College (hereinafter referred to as the "Board") and the Henry Ford Community College Federation of Teachers, AFT Local 1650 (hereinafter referred to as the "Union"), for the period beginning March 1, 2023, and ending August 28,2026.

I. RECOGNITION

- A.** The Board recognizes the Union as the sole and exclusive bargaining representative for the Bargaining Unit consisting of all classroom teachers (except part-time extra-contractual classroom teachers teaching twelve (12) or fewer contact hours); all Department chairpersons, all Counselors, all Librarians, all Career Services Officers, Learning Lab Coordinators, Student Outreach and Support Services Director, Cooperative Education Specialist, Special Needs Program Advisors, Student Newspaper/Student Activities Officer, and Athletic Director (except for the non-classroom teaching positions cited above working less than nineteen hours per week). With respect to teachers of English Composition, an assignment of twelve (12) or more contact hours shall constitute membership in the Bargaining Unit. All members of the Bargaining Unit shall hereinafter be referred to as "teachers."
- B.** The Union agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination and to represent HFCC-FT Bargaining Unit members equally, regardless of membership in any employee organization.
- C.** The Board agrees to continue its policy of not discriminating against any teachers on the basis of age, race, color, religion, national origin, marital status, pregnancy, sex/gender, gender identity, gender expression, gender transitioning, sexual orientation, weight, height, familial status, protected disability, disability, perceived disability, veteran status, genetics, other characteristics protected by law, political affiliation or belief, membership in, and participation in or association with the activities of any employee organization.
- D.** The Union and the Board of Trustees support the affirmative action policy, as adopted by the HFC Faculty Organization.
- E.** The Board shall make no changes in the hours, wages, and conditions of employment of teachers incorporated in this Agreement except upon mutual agreement of the Board and Union. The Board shall also make no changes, except upon mutual agreement of the Board and Union, in those portions of (a) the Faculty Organization Handbook, or (b) the Staff

Handbook of Administrative Regulations, or (c) The Board Policy Book which embody or constitute hours, wages, or conditions of employment. When any such changes are agreed upon, the Board shall within ten (10) days deliver three (3) copies of such changes to the Union. It is understood that many matters involving hours, wages and conditions of employment, as set forth in the aforementioned documents, have been incorporated in this Agreement, and that in all such instances this Agreement shall supersede the aforementioned documents and constitute the controlling instrument.

New policies and regulations relating to hours, wages and conditions of employment not covered by any portion of this contract, which are contemplated by the Board, shall be adopted only after prior adequate consultation with the Union, with a good faith intent to reach agreement. However, the Union recognizes that failure to reach agreement following such good faith consultation shall not give rise to a grievance.

II. BOARD OF TRUSTEES' RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all rights, powers, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.

The exercise of these rights, powers, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations, and policies, as it may deem necessary, shall be limited only by the specific and express terms of this Agreement.

III. UNION-BOARD RELATIONS

A. Union Dues

1. During the life of this Agreement, the Board shall deduct one (1) month's current uniform and periodic Henry Ford Community College Federation of Teachers' dues or service charge from the pay of each teacher who voluntarily executes and delivers to the Board a form authorizing such deductions.
2. Payroll deductions shall be made only from the pay due teachers on each pay date, provided, the initial deduction for any teacher shall not begin unless both (1) voluntary authorization for deduction of Union dues or service charge and (2) the certification of the Union's financial officer as to the amount of the periodic Union dues or service charge has been delivered to the Office of Human Resources at least fifteen (15) calendar days prior to the last pay date of the calendar month in which the change is to become effective.
3. A teacher may revoke the "Voluntary Authorization" for deduction of Union service charge at any time by written notification to the Office of Human Resources, provided notice of such revocation is given to the Union. Payroll deductions shall terminate

when a revocation has been delivered to the Office of Human Resources at least thirty (30) calendar days prior to the last payday of the calendar month.

4. All sums deducted by the Board shall be remitted to the financial officer of the Union once each month by the fifteenth (15) calendar day of the month following the month in which the deductions are made, together with a list of names and the amount deducted for each teacher for whom a deduction was made.
5. The Board shall not be liable to the Union by reason of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the teacher. In addition, the Union shall indemnify and save the Board harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this Article, or in reliance on any list, notice, certification, or authorization furnished under this Article.
 - A. The Board agrees that it shall not, during the life of this Agreement, deduct dues or service charges from HFCC-FT Bargaining Unit members for any organization other than the Henry Ford Community College Federation of Teachers.
 - B. Currently, the Michigan Public Employees Relations Act prohibits employees from being required as a condition of employment to financially support a labor organization or bargaining representative. This Article shall apply as long as such prohibition remains in effect. In the event that such prohibition is not in effect, this Article shall not apply and the Agency Shop provisions in effect in the 2012-15 HFCC-FT Bargaining Agreement shall apply in its stead.
- B. The Board shall make available to the Union, upon its reasonable request and within a reasonable time thereafter, such statistics and financial information related to Henry Ford College and in possession of the Board as are necessary for negotiation and implementation of collective bargaining agreements. It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested when not already compiled in that form unless mutually agreeable.
- C. The Union shall be furnished a copy of the agenda of each regular meeting of the Board with all normal attachments including the minutes of past meetings.

The Union shall be entitled to appear on the Board agenda provided that a written notification is submitted to the President's Office on or before the Tuesday prior to a regularly scheduled meeting.

Lacking a written notification to appear on the agenda of the Board of Trustees, the Union shall be entitled to speak on issues affecting Henry Ford College at the Board of Trustees' meetings at such times during the meetings as are provided in the agenda or at any other time agreeable to the Board.

- D. Teacher representation on any committee appointed by the Board and dealing with matters within the jurisdiction of the Bargaining Unit, other than committees formed by agreements between the Faculty and the Administration pursuant to the provisions of the

Constitution for the Faculty Organization of Henry Ford College, shall be appointed by the Union.

- E.** Upon request, the President of Henry Ford College shall meet personally with the President of the HFCC Federation of Teachers, or vice versa, to discuss matters relating to the implementation of this agreement or to emphasize the significance to the College and/or the Union of any problems that may be under consideration at any level.
- F.** Rooms at the College may be used for Union meetings and special programs, provided that: (1) arrangements are made in advance with the Administration and (2) meetings are scheduled within the regular shift hours of custodial staff.
- G.** Whenever possible, the scheduling of classes of any member of the Executive Board of the Union which interfere with attendance at the monthly Executive Board meetings after 3 p.m. of the second Monday of each month shall be avoided, if names of Union Executive Board members are supplied to the Administration by October 1 for the Winter semester schedule and by February 1 for the Fall semester schedule.
- H.** Teachers who by arrangement between Union and Administration participate during working hours in conferences and meetings with the Administration, which involve or derive from this Collective Bargaining Agreement, shall suffer thereby no loss in pay or benefits.
- I.** The President of the Union shall, upon request, be provided released time during the presidency, with no cost thereto accruing to the Board and with no penalty to the individual. If this released time is not used by the President of the Union, it may be assigned at the Union President's discretion. However, if any portion of this time is to be assigned, the Union President must supply the Administration with the name(s) of such teacher(s) by October 1 for the Winter semester schedule and by February 1 for the Fall semester schedule, except that these notification dates shall be waived in an emergency situation where the Union President becomes incapacitated for a period of time sufficient to require a teaching substitute, provided that coverage can be assured for the classes affected.

The College shall comply with the Federation's requests for redirected contractual and extra-contractual assignments for the President of the Union, provided the College is notified in writing by July 1 preceding the contractual year for which the redirected assignments are requested.

The Union shall compensate the College for all contractual and extra-contractual compensation, FICA, retirement contributions, and all insurance coverage premiums that result from redirected time for the Union President's service to the Union.

The College shall submit an invoice for expenditures associated with such redirected time within thirty (30) calendar days following the conclusion of each Fall and Winter semester and Summer Session.

The HFCC-FT President or designee(s) shall retain the right to participate in the governance structure of the College, consistent with the rights of full-time teachers, regardless of the amount of redirected time which may or may not be requested under this Article or whether the HFCC-FT President/designee(s) is employed by the College or the Union.

- J. Teachers shall be accorded the opportunity to attend programs of an educational nature on topics related to organizational activity, with no loss of pay, provided no cost accrues to the College.

IV. FILLING FULL-TIME FACULTY POSITIONS

- A. In the filling of a full-time faculty position, a Search Committee consisting of full-time faculty appointed from within the Department, not to exceed seven (7) members, shall collaborate with Human Resources and Administration in developing the job description and job posting, subject to the approval of the Administration; determine applicants to interview in consultation with Administration and Human Resources; conduct candidate interviews; and recommend candidates to the Administration. If the pool of applicants yields insufficient candidates, the Search Committee may request a reposting of the position.

In the event that the responsibilities of the faculty position fall within the purview of more than one Department, each Department shall be represented on the Search Committee. In the absence of agreement among such Departments on matters such as, but not limited to, the participation of Departments in the Search Committee and/or the number of faculty representing each Department, the matter(s) shall be referred to the College and Union for a negotiated resolution of the issue.

The Search Committee shall forward the recommended candidates to the appropriate Vice-president for the next step in the interview process and, in turn, to the President for the final interview and/or approval, and submission to the Board of Trustees.

In the event that the Vice-president or President does not approve of candidates recommended by the Search Committee, they shall advise the Committee of reasons resulting in their non-approval; afford the Committee the opportunity to meet with them to discuss their concerns and refine the search as warranted; and the Committee may submit additional candidates for their consideration if necessary. If additional suitable qualified candidates are not identified, the College may repost the position.

- B. The minimum full-time staffing level shall be determined by multiplying the average number of student credit hours in Fall and Winter semester over the previous two calendar years by 1/1200, the multiplier.

The College will hire enough teachers to bring staffing levels to the minimum staffing level before the start of the next Fall semester when necessary. The College will not declare any teacher surplus solely to reduce the staffing level to the minimum staffing level.

In Fiscal Year 2024, for every three-fourths percent (0.75%) that the state aid increases above a 2.75% increase, one teacher will be added to the minimum staffing calculation. The number of three-fourths percentages shall be rounded to the nearest whole number.

In Fiscal Year 2025, for every three-fourths percent (0.75%) that the state aid increases above a 2% increase, one teacher will be added to the minimum staffing calculation. The number of three-fourths percentages shall be rounded to the nearest whole number.

In Fiscal Year 2026, for every three-fourths percent (0.75%) that the state aid increases above a 2% increase, one teacher will be added to the minimum staffing calculation. The number of three-fourths percentages shall be rounded to the nearest whole number.

The changes in teachers from FY 2024-2026 are cumulative and shall remain in effect in subsequent years absent a change to the Agreement.

Example of calculation:

Suppose the total credits over the previous two years were 430,000, and the state aid increase was 4% in FY 2024. The staffing formula would call for $215,000/1200 = 179$ teachers. State aid exceeds 2.75% by 1.25%, which is 1.67 three-fourths percentages ($1.25\%/0.75\% = 1.67$). 1.67 rounds to 2, which is added to the minimum staffing level formula result ($179 + 2$), yielding 181 teachers. The 2 added teachers would be cumulatively added to the formula calculation in future years.

V. CONSTITUTION FOR THE FACULTY ORGANIZATION

The Parties recognize the Constitution for the Faculty Organization of Henry Ford College, insofar as it describes rights and obligations of the Parties, as a binding agreement under the terms of this Collective Bargaining Agreement. As such, its provisions are enforceable by either Party under the provisions of this Agreement, including the grievance and arbitration procedure. It is understood that no changes or amendments to the Constitution and/or By-laws of the Faculty Organization that affect the Parties or terms and conditions of employment for HFCC FT, AFT 1650 members shall be made without the mutual agreement of the Parties and that grievances arising from such changes or amendments to the Constitution, without mutual agreement of the Union and College, shall be subject to the binding arbitration provision of the contract. It is further understood that grievances regarding violations arising from existing provisions of the Constitution, By-laws of the Constitution, and procedures outlined within the Constitution shall be subject to the advisory arbitration provision of the contract .

VI. TENURE AND PROBATION

A. Definitions

1. The term "teacher" as used in this Article shall mean full-time teacher as defined by the collective bargaining agreement.

2. The term "demote" shall mean to reduce a teacher's contractual salary and fringe benefits or to refuse to advance a teacher to a higher step on the salary schedule, if so required by the collective bargaining agreement.
3. The term "College Year" shall be as defined by the Collective Bargaining Agreement or as adopted by the practice of the parties.
4. "Tenure" is the term of the individual contract of employment between a teacher and the employer wherein such individual contract of employment has no expiration date.
5. The term "day" as used in this Article shall mean calendar day.

B. Probationary Period

1. All new full-time faculty shall be hired as tenure track faculty, eligible to achieve tenure upon successful completion of a four (4) year period of probation, unless the new hire is hired for a specified period of time for any of the reasons described in Article VII.1.3.

The primary emphasis in the first two and one-half (2.5) years of probation shall be on evaluating performance of professional duties. In the final year and one-half (1.5) of probation, there shall be continued emphasis on evaluating performance of professional duties with equal emphasis on participation in the governance structure of Departments and the College. Participation in the governance structure of the HFCC Federation of Teachers may be used, at the teacher's option, to fulfill the governance requirement of this Article.

2. Administration shall conduct at least three (3) and preferably four (4) classroom observations per year, or their equivalent for probationary teachers not engaged in classroom activities, during the first two (2) years of probation and shall conduct at least one (1) classroom observation, or their equivalent for probationary teachers not engaged in classroom activities, in each of the Fall and Winter semesters during the final two (2) years of probation, unless extraordinary circumstances prevail, in which case the Administration may waive such requirements. Any teacher on probation may request an observation. Administration may also conduct Performance Evaluations of probationary teachers, on a timeline established by Human Resources, during each employee's term of probation. When a classroom observation form or Performance Evaluation form is submitted, the probationary teacher may submit any written comments the teacher feels are appropriate, and the teacher's written comments shall be attached to the form. When preparing a classroom observation report or a Performance Evaluation, it is desirable that a conference be held with the teacher involved. If any weaknesses are to be cited, a conference shall take place. The administrator shall offer constructive comments in writing regarding weaknesses observed.

A Department shall establish a Probationary Teacher Mentor Committee consisting of tenured teachers from within the Department or, if the Department so chooses, additional teachers from outside the Department to provide the probationary teacher

with: (a) evaluations and recommendations regarding the teacher's performance during the teacher's first two (2) years of probation and (b) information regarding procedures and policies of the Department and the College, with particular emphasis upon the shared governance structure of the College. The findings and recommendations of such a committee shall be confidential and shall be shared with administration only following written permission from the probationary teacher.

3. Not less than twenty (20) days before the end of any College Semester for a first-year probationary teacher, forty (40) days for a second year probationary teacher, and sixty (60) days for a third year or fourth year probationary teacher, the President of the College or designee may recommend to the Board of Trustees that a probationary teacher's contract not be renewed, provided that these time limits will not apply when non-renewal is based upon violation of law or other gross misconduct not related to instructional or professional duties performance. The Administration, if it decides to recommend to the Board of Trustees the non-renewal or the dismissal of a probationary teacher, shall furnish such teacher with a written statement containing the reason(s) for such recommendation. Such reason(s) shall be based upon observation and/or other relevant considerations. In addition, the Administration shall provide, at the request of the affected teacher, a conference with the administrator who recommends non-renewal or dismissal and a conference with the College President or designee. The teacher may be accompanied by a Union representative if the teacher so desires.
4. No probationary teacher shall be extended rights and/or privileges not granted a tenured teacher.
5. The provisions of Article VI.B., Probationary Period, are subject to review through the Grievance Procedure. The parties agree that under no circumstances shall an arbitrator have jurisdiction to grant tenure as a remedy for any violation of the provisions of Article VI.B., Probationary Period. The denial of tenure shall not be subject to review through the Grievance Procedure.

C. Tenure

1. Following the completion of the probationary period, all teachers shall be vested with tenure as teachers of the Henry Ford College Board of Trustees.
2. No teacher on tenure shall be discharged, demoted or otherwise terminated from employment with the Board of Trustees without compliance with the provisions of this Article.
3. Action brought against a teacher under provisions D, E, and F of this Article shall not be subject to review through the Grievance Procedure except as expressly provided in those provisions.

D. Severance of a Tenured Teacher

1. Discharge, separation, or demotion of a tenured teacher shall be accomplished only for just cause. No charges concerning the character of professional services of any teacher shall be considered unless such charges have been filed not less than sixty (60) days before the end of the College year, except in cases of violation of law or other gross misconduct not related to instructional or professional duties performance.
2. Any charge seeking to separate a teacher with tenure shall be reduced to writing, signed, and attested to before a notary by the person making same and filed with the Secretary of the Board of Trustees. The Board of Trustees shall receive such charges for consideration and shall conduct a vote on whether or not to proceed upon such charges. In the event that the Board of Trustees elects to proceed upon such charges, the Board of Trustees shall forthwith advise the affected teacher and provide to such teacher a copy of the charges, a copy of the resolution of the Board of Trustees, as well as a statement of the rights of the teacher under this Article. The teacher shall notify the Board of Trustees in writing, within ten (10) days of receipt of charges, that the teacher desires a hearing with the Board.

The Board of Trustees shall convene for the purpose of hearing evidence in support of charges not less than thirty (30) days nor more than forty-five (45) days from the receipt of the teacher's request for a hearing. Such hearing shall be public or private at the option of the affected teacher and shall be chaired by the Chairperson of the Board of Trustees with Counsel or an Administrative Law Judge, mutually agreed upon by the Parties, who shall be an attorney employed by the Board of Trustees for the purpose of chairing such meeting. The Chair shall keep order at such hearing, direct the receiving of proofs, and make rulings upon evidence, as may be appropriate. The Chair shall set the rules for procedure at such hearing provided that the rules of evidence comply with the Administrative Procedures' Act of 1969.

3. The hearing shall be quasi-judicial, with the charging party having the burden of proof and the burden of going forward with the evidence in support of such charge(s). Both the teacher and the charging party may be represented by counsel.
4. Either party may call for the attendance of witnesses and either party may call for the production of documents or the attendance of witnesses for the production of documents. The Board of Trustees shall do all that is within its power to ensure compliance.
5. Testimony at the hearing shall be on oath or affirmation. The proceedings at such hearing shall be transcribed by a certified court reporter. A transcript of the proceedings, certified complete and correct, shall be provided the affected teacher within ten (10) days after the conclusion of the hearing.
6. Expenses for the hearing, excluding costs of investigation, production of evidence, and legal counsel retained by the parties, shall be shared equally by the Board of Trustees and the Union.

7. No action shall be taken resulting in the demotion or dismissal of a tenured teacher except by a majority vote of the members of the Board of Trustees. Any hearing held for the dismissal or demotion of a tenured teacher must be concluded by a decision in writing within fifteen (15) days after the termination of the hearing. A copy of such decision shall be furnished the affected teacher within five (5) days after the decision is rendered.

E. Appeal

1. Only the affected teacher may elect to appeal the decision of the Board of Trustees to an arbitrator selected in accordance with the rules of the American Arbitration Association. Appeal must be filed within thirty (30) days after receipt of the decision of the Board of Trustees.
2. Such arbitrator shall receive and review the transcript of proceedings before the Board of Trustees, and the arbitrator shall receive and review citations of error as may be submitted by the affected teacher. The arbitrator shall receive and review such citations of error and the transcript, hear such argument and such further evidence as may be appropriate or as the affected teacher may wish to introduce, shall consider such evidence and opionate upon the same, and issue a de novo decision, which decision may be the same or different from that of the Board of Trustees. In no event shall the arbitrator be confined to the decision of the Board of Trustees but may elect to substitute a judgment for that of the Board of Trustees in the event that the Board's decision is inconsistent with the terms of this Article. Such decision by the arbitrator shall be final and binding on the Board of Trustees, the charging party, and the affected teacher. The costs of such arbitration shall be borne equally by the Board of Trustees and the affected teacher.

F. Suspension

A teacher may be suspended from duties by decision of the President in the event that charges have been filed or shall be filed within twenty-one (21) working days thereafter by a charging party. No suspension shall be valid unless charges are filed under the Tenure provision of the contract within twenty-one (21) working days thereafter. During such period of suspension, the affected teacher's salary and benefits shall not be diminished, nor shall such a teacher be denied an increase in salary and benefits in the event that such increase is appropriate under this contract.

Notwithstanding the above, a teacher may be suspended from duties for up to five (5) days in any College year for disciplinary reasons, without contractual and/or extra-contractual compensation, subject to review through the Grievance Procedure.

G. Conformance of Law

The provisions above regarding suspension and/or severance of a teacher shall be modified as necessary, in consultation with the Union, to conform to requirements of

Federal and State statute or regulation, including Title IX of the Education Amendments Act of 1972 and applicable Department of Education Rules.

H. Abandonment of Duties

Severance of a teacher for abandonment of duties shall occur when a teacher fails to report for work for a period of ten (10) consecutive work days without notice, provided the College has sent a certified "next day mail" letter requesting return to work to the teacher's last address on file with the College, and provided the teacher has no reasonable explanation for failure to notify the College of the reason(s) for absence. Severance under this Article shall not be subject to review under the Tenure Provision of the contract but shall be subject to review through the Grievance Procedure unless the teacher fails to respond to the certified letter within seven (7) calendar days.

VII. SENIORITY

- A.** A District seniority date is the February 1 or September 1 date which, subtracted from the current, shall give the number of years of contractual service as an instructional employee of the Dearborn Board of Education and/or the Board of Trustees of Henry Ford College.
- B.** A College seniority date is the February 1 or September 1 date which, subtracted from the current date, shall give the number of years of contractual service as an instructional employee at the College.
- C.** Applicable seniority shall be basically College seniority as previously defined. District seniority acquired outside the College in another bargaining unit in the District subsequent to the advent of the College Bargaining Unit shall count for no value as College seniority.

Only full-time teachers in the Bargaining Unit and teacher-elected administrators at the Bargaining Unit shall acquire and accumulate College seniority.

Seniority shall not be retained by any teacher who accepts permanent appointment to a non-teacher-elected administrative position. Teachers accepting temporary administrative assignments of up to one (1) year in duration shall retain and accrue Bargaining Unit seniority.

- D.** Time involved in Personal Leave or time in excess of five (5) years on Civic Leave shall not be counted as creditable service for seniority purposes, and the seniority date shall be advanced accordingly.

Adjustments in seniority dates shall be based on the period not creditable measured to the nearest quarter year, and the seniority date shall be advanced to the appropriate February 1 or September 1.

- E.** Time involved in all professional leaves shall be counted as creditable service for the purpose of seniority.

- F. Any teacher who has resigned shall, in any instance of reemployment, be treated as a newly hired teacher with respect to both salary placement and seniority.
- G. Teachers who begin professional service during the course of the College year shall receive the seniority date nearest the date of the commencement of their employment. Should the date of commencement of employment fall equidistant between seniority dates, the teacher shall receive the nearest previous seniority date.
- H. When ranking instructional employees in seniority order, if two (2) or more instructional employees have the same seniority date, they shall be ranked by the last four (4) digits of their respective social security numbers, the employee with the higher number being given higher seniority rank. For example:

<u>Seniority</u>	<u>Date</u>	<u>Social Security Number</u>
Teacher #1	9-1-89	367-20-6500
Teacher #2	9-1-89	558-30-5999
Teacher #3	2-1-90	678-90-9234
Teacher #4	2-1-90	487-65-7233
Teacher #5	2-1-90	999-99-0999

- I. When necessary instructional employee reduction is anticipated at the College, essential courses and/or program offerings shall be determined.
 - 1. The qualifications of current instructional employees shall be reviewed. Possibilities for realignment of instructional employee utilization shall be explored for the purpose of allowing instructional employees with the greatest seniority who possess the necessary qualifications (e.g. Master's degree in subject area, graduate major, or vocational certification) to remain with the College.

An identification of instructional employees surplus to the College shall then be made. Those not qualified to teach the prospectively existing courses and/or programs shall, of necessity, be declared surplus. Those qualified to teach prospectively existing courses and/or programs shall be declared surplus in inverse seniority order.

- 2. Full-time teachers placed on a list of surplus teachers shall not be severed by the Board if the following conditions exist with relation to part-time employment within their area(s) of competency:
 - a. there is sufficient part-time and/or extra-contractual time (day and/or evening) in their area(s) of competence to make up a full-time assignment;
 - b. the full-time teachers so affected are willing to take those specific assignments as are available in the schedule;
 - c. the Department in question is able to provide the range of courses required by programs within that Department.

The President of the Union shall be advised of the initiation of the above processes and shall be kept reasonably currently informed of the development of any prospective list of surplus teachers. Those full-time teachers laid off by the Board as a result of necessary staff reductions, in accordance with Articles VII.I.1 and VII.I.2, shall be offered reemployment by the Board as full-time positions or the equivalent in part-time and/or extra-contractual time (day and/or evening) become available in their area(s) of competency. The sequence of rehire of such teachers shall be according to College seniority. The College's obligation to return a teacher from laid off status shall be limited to a period of five (5) years or the teacher's number of years of service, whichever is greater.

The College shall make reasonable efforts to notify a laid off teacher of recall opportunities. Written notification shall be sent by certified mail to the teacher's last known address. Should the teacher fail to respond within five (5) weeks of date of notification and indicate willingness to return to full-time employment status, that teacher shall forfeit the right to be recalled to employment.

Should a teacher offered reemployment under this provision be under contractual commitment elsewhere at the time of the offer, the available position shall be reserved for the teacher for up to one (1) year. If a teacher wishes to have a position reserved under this provision, the teacher shall notify the College and the Union in writing, within twenty (20) working days of receiving reemployment notification, of intent to return to the College upon expiration of the reserved period. If a position is reserved for a teacher under this provision, the next eligible teacher on the reemployment schedule, who so desires, shall be offered the reserved position, on a temporary basis, permitting no accrual of seniority, unless the teacher is retained for a period beyond that covered by the temporary appointment.

3. Teachers may be employed for a specified period of time for the following reasons:
 - a. to replace full-time teachers on absence or on leave,
 - b. to replace full-time teachers who die during a regular College Semester,
 - c. to replace teachers who resign during a regular College Semester,
 - d. to staff new programs and extensions of existing programs primarily funded from other than basic State aid and/or local millage levy and limited in funding and/or duration,
 - e. to replace full-time teachers who accept appointment to administer programs or program expansions of a fixed duration until and unless such administrative appointment is renewed on a continuing basis beyond the fixed duration of the program,
 - f. to staff a full-time position(s) on an emergency basis, when time does not permit fulfilling the hiring procedures required of a permanent full-time position,

- g. to fill staffing needs not cited above, subject to the mutual agreement of the Union and Administration.

Teachers employed for a specified period of time shall be subject to termination at the end of the period specified in their individual contracts without recourse to any of the provisions of Articles VII.I.1 or VII.I.2. The Union shall be advised of any individual contract of less than a year's duration. A current list of all individuals hired under this provision shall be provided the Union President within two (2) weeks of the beginning of each College year.

- J. The Administration shall prepare annually a seniority list of full-time teachers at HFC and, upon request, provide a copy thereof to the Union.

VIII. THE COLLEGE YEAR

- A. The College Year shall consist of two (2) semesters, each of which shall consist of no less than seventy-four (74) and no more than seventy-seven (77) instructional days, exclusive of the final examination period and recognized holidays which fall within the weeks of instruction. (Recognized holidays shall be Labor Day, Thanksgiving, Christmas, New Year's Day, Martin Luther King Jr. Day, Memorial Day, and Independence Day.) For Career Services Officers hired subsequent to August 21, 1994, the College year shall be that described in this paragraph.
- B. No alteration of the basic form of the College Year shall be undertaken during the term of this contract without consultation and agreement with the Union.
- C. All contracts issued to teachers shall be College month contracts. Any new contract for longer than this period may be assigned only to teachers whose duties are prescribed in the conditions of a particular State, Federal, or private grant, and only after prior good faith consultation with the Union.
- D. Summer Sessions shall be scheduled in addition to the College Year, with their length subject to consultation and agreement with the Union.

The final examination period shall normally be considered the last scheduled day of classes in a Summer Session.

IX. THE COLLEGE WEEK

The normal College Week shall include, and be limited to, the days Monday through Friday.

X. THE COLLEGE DAY

- A. The College Day shall include such scheduled class sessions as the individual work load may prescribe, regularly scheduled conference hours, the individual teacher's laboratory

duties, and such additional time as may be necessary to fulfill committee assignments and other necessary professional responsibilities, within the hours of 8:00 a.m. and 5:00 p.m. The Union agrees that teachers shall be expected to continue to offer some assistance voluntarily with College sponsored activities involving the student body or the public which require professional help beyond the efforts of those administrators and teachers directly and continuingly involved.

So as to ensure that approximately one-third (0.333) of the teachers from each Department, or the College Organizational Structure to which that Department belongs, are present at the College's Graduation Ceremony, each teacher shall be required to participate at least once in every three-year cycle. Each Department of the College shall establish and maintain a rotation policy, initially based upon College seniority, to fulfill the intent of this Article.

- B.** To foster teacher participation in the shared governance structure of the College, minimize interference with instructional and non-instructional job responsibilities, and to avoid potential conflicts of interest, full time teachers shall not accept employment for compensation from an employer, other than the College or the HFCC Federation of Teachers; receive fees for professional/technical services; or conduct business-related activity for monetary gain during the regular College Day (8:00 a.m. to 5:00 p.m.), with the following exceptions:
- 1.** Teachers required to engage in external employment to maintain professional licensing and/or certification requirements directly related to their field of instruction at the College (e.g., nursing faculty) may engage in such employment during the College Day, subject to approval of Administration to ensure minimal interference with instructional and non-instructional responsibilities.
 - 2.** Teachers may receive compensation for participation in sessions at up to two (2) professional conferences or seminars during the College Day per academic year, provided the subject presented is relevant to their field of instruction at the College.

Exceptions to the provisions above may be granted by the College President, after consultation with the Union, provided the teacher can demonstrate: (1) the activity does not interfere with the teacher's College responsibilities, and (2) there is no conflict of interest between the activity and the teacher's employment at the College.

- C.** Beginning times of classes taught as part of the teacher's regular teaching assignment shall not be more than six (6) hours apart on any given day and the span of class time on any given day shall not exceed seven (7) consecutive hours.

Any exception to the above shall occur only by agreement between the Union and the Administration.

XI. INSTRUCTIONAL WORKLOAD

- A.** The full-time instructional workload shall be considered to consist of fifteen (15) contact hours per week. Twelve (12) contact hours per week shall be considered to be the instructional workload for full-time teachers who teach three (3) or more composition classes (English 088, 091, 092, 093, 131, 132, 135, 139).
- B.** It is understood by the parties that the fifteen (15) contact hour full-time teaching load requires an equal number of hours per week in preparation and follow-up relative to classroom instruction.
- C.** The instructional workload shall also include a minimum of one (1) announced, posted, and scheduled conference hour, during which teachers shall be regularly available to students, for each three (3) contact hours in a teacher's contractual assignments. Such conference hours shall be posted on each teacher's office door at the beginning of each semester or term.
- D.** In addition to the instructional workload, College teachers shall engage in other professional responsibilities and be available for such official Faculty Organization, College, and Departmental meetings as may be scheduled.
- E.** A General College contact hour is defined as a fifty to fifty-two (50 to 52) minute classroom session, depending on the number of minutes necessary to meet the State contact hour mandate, inclusive of laboratory periods, and an apprentice program contact hour is defined as a fifty-five (55) minute classroom session, inclusive of laboratory periods.
- F.** Extra-contractual compensation shall be paid for any contact hours in excess of an annual thirty (30) contact hour contractual load.
- G.** Should the contact hours for courses available within the teaching discipline for which the teacher was hired result in an annual contractual contact hour load of less than thirty (30) contact hours, the shortfall in contact hours shall be covered by treating an equivalent number of extra-contractual contact hours the teacher may be teaching in that particular contractual year as contractual contact hours having no extra-contractual compensation.
- H.** Should a teacher have no extra-contractual contact hours to apply toward contractual load in a year in which an approved annual contractual contact hour load is less than thirty (30) contact hours, the teacher's contractual compensation shall be reduced by an amount equivalent to what would be the teacher's extra-contractual compensation for the deficient number of contractual contact hours.
- I.** The Administration shall schedule the contractual assignments of full-time faculty prior to scheduling class assignments for other individuals.
- J.** Whenever possible, a probationary teacher shall be assigned no more than three (3) different contractual course preparations in any one semester. For the purposes of this Article, a distance education course shall be considered a different preparation than the same course offered through traditional means.

- K.** With respect to a contractual assignment scheduled to begin at 8:10 a.m. or earlier, thirty minutes of a contractual conference hour may be scheduled immediately prior to the assignment; for a contractual assignment scheduled to end at 5 p.m. or later, thirty minutes of a contractual conference hour may be scheduled immediately following the assignment.
- L.** Teachers serving on College, Department, or Program accreditation committees may use up to five (5) conference hours per semester for such accreditation responsibilities.
- M.** Involuntary assignments to non HFC campus sites shall be made to qualified teachers through inverse seniority.
- N.** All arrangements for substitutes for contractual or extra-contractual teaching shall be conducted through the Associate Dean and shall have the approval of the appropriate Vice President.
- O.** A Course Scheduling Audit Committee, consisting of equal representation from the Union and Administration, shall be established and meet as needed to review Department practices in the scheduling of courses, with the purpose of formulating recommendations to the College President designed to increase student enrollment, minimize the number of under-enrolled course sections, and maximize the efficient use of the human and physical resources of the Academic, Career, and Student Services Areas of the College. The Committee shall meet within twenty-eight (28) working days after delivery of a written request from either Party to the Vice President of Academic Affairs, or their designee, and the Federation President, or their designee.

XII. COUNSELING WORKLOAD

- A.** The normal workload for Counselors shall be thirty-five (35) hours per week. Thirty hours (30) shall be spent in student contact, e.g., individual and group counseling and student interaction through courses taught by Counselors. Two-thirds (0.66) (rounded) of the preparation and follow-up time for contractual load courses taught by Counselors shall be included in the calculation of thirty (30) student contact hours, and one-third (0.33) (rounded) shall be included in the five (5) hours of preparation and follow-up. Up to but no more than five (5) hours of the thirty (30) hours of student contact may be spent in outreach and liaison with area high schools, colleges, and corporate clients, exclusive of travel time. It is understood that in addition to the Counselor's thirty (30) hours of student contact, five (5) non-scheduled hours of preparation and follow-up per week are required.
- B.** In addition to the thirty (30) hours of student contact and five (5) hours of preparation/follow-up, Counselors shall engage in other professional responsibilities and be available for such official Faculty Organization, committee, and Departmental meetings as may be scheduled.
- C.** Counselors may volunteer to report for a period of five (5) consecutive work days (exclusive of Saturday, Sunday, and holidays) immediately prior to the beginning of a

College semester and within the confines of the College Day (8:00 a.m. to 5:00 p.m.), in order to perform five (5) days of contractual work load responsibilities. A Counselor who so volunteers shall be granted a compensatory period of five (5) consecutive workdays during the semester at a time mutually agreed upon by the Counselor and Administration. Should the Union and Administration concur that an insufficient number of Counselors have volunteered to participate under this provision, Counselors hired effective August 24, 1999, and thereafter may be required to work the periods of five (5) consecutive work days cited above. In any case where Counselors hired effective August 24, 1999, and thereafter are required to work under this provision, such Counselors shall have priority over volunteers in arranging with Administration a mutually agreeable compensatory period of five (5) consecutive work days.

XIII. NON-CLASSROOM WORKLOAD

The normal workload for Librarians and teachers, other than Counselors, performing non-teaching responsibilities exclusively shall be thirty-five (35) hours per week. In addition to their thirty-five (35) hour normal workload, Librarians and teachers, other than Counselors, performing non-teaching responsibilities exclusively shall engage in other professional responsibilities and be available for such official Faculty Organization, committee, and Departmental meetings as may be scheduled.

XIV. ELEVEN-MONTH ASSIGNMENTS

The following shall apply to the positions of Librarians, Career Services Officers, Counselors, Student Activities Officers, Learning Lab Coordinators, and Athletic Directors hired effective with the Fall 2016 semester and thereafter:

New full-time hires in these job titles may be placed on 10-month (34-week), 11-month (42-week), or 12-month (44-week) contracts at the discretion of Administration, subject to the following provisions:

- A. 35 hours per week shall constitute the full-time workload, as outlined in the Collective Bargaining Agreement.
- B. 11-month (42-week) contracts shall be compensated at 1.24 times the individual faculty member's 10-month (34-week) contractual salary compensation.
- C. 12-month (44-week) contracts shall be compensated at 1.3 times the individual faculty member's 10-month (34-week) contractual salary compensation.
- D. Salary lane placement shall be consistent with degree and experience.
- E. The 11-month contractual Work Year shall consist of 8 weeks in addition to the 17-week Fall and 17-week Winter Semesters (42 weeks).

- F. The 12-month contractual Work Year shall consist of 10 weeks in addition to the 17-week Fall and 17-week Winter Semesters (44 weeks).
- G. These 8 or 10 weeks of employment shall take place within the Summer term, during Summer 1 session, Summer 2 session, or both sessions.
- H. All contract provisions and benefits of the Collective Bargaining Agreement shall apply to 11-month and 12-month positions.
- I. The hiring process for an 11-month position or 12-month position shall parallel that employed by other Departments for 10-month positions, with equal representation of the faculty of the relevant Departments on the Search Committee and with a minimum of two-thirds faculty on the Search Committee.
- J. Notwithstanding the above, Librarians, Career Service Officers, Counselors, Student Activities Officer, Learning Lab Coordinators, and Athletic Directors employed prior to the Fall 2016 semester shall have the right to opt for any vacant 11-month or vacant 12-month contract position within their Areas, in seniority order and for which they meet the minimum qualifications, or remain on 10-month contracts.
- K. Faculty hired prior to or effective with the Fall 2016 semester and thereafter, who are assigned 11-month or 12-month contracts, may opt for a 10-month (34-week) contract, in seniority order and for which they meet the minimum qualifications, if such becomes available subsequent to their being assigned or accepting an 11-month or 12-month contract.

XV. COUNSELORS –TWELVE-MONTH ASSIGNMENTS

Full-time Counselors (non-temporary) hired effective with the Winter 2021 Semester and thereafter may be assigned a 12-month contract, unless the parties agree otherwise.

- A. Salary Lane Placement is consistent with degree and experience.
- B. 35 hours equals full-time status on a 12-month contract times 1.3 base contractual salary compensation, including pension supplement.
- C. The Work Year shall be of forty-four (44) weeks duration apportioned over the year from July 1 to the following June 30.
- D. All College Calendar holidays shall apply to this position.
- E. All contract provisions apply - Insurance Benefits, Pension Supplement, Probation & Tenure, Governance, Calendar, Community Service, etc. - including "preferred minimal educational requirement" of a Master's Degree.
- F. This position counts toward the annual contractual minimum full-time faculty staffing number.

- G. The hiring process for a 12-month Counselor shall parallel that employed by the relevant Divisions Departments in the hiring of full-time faculty, with equal representation of the relevant Divisions Departments on the Selection Committee.
- H. "Other duties as assigned" referenced in the initial job description for this position are subject to the approval of the Union and College.

XVI. CLINICAL NURSES

- A. Salary Lane Placement is consistent with degree and experience.
- B. 25 contact-hour load plus 10 office hours equals full-time status on a 10-month contract. A load of 11 to 14 contact hours shall equal Temporary Part-Time (TPT) status.
- C. All contractual clinical assignments are equivalent to teaching contact hours for full-time nurses with at least one lecture (theory) assignment. In such case, the full-time load shall be 15 contact hours.
- D. All contract provisions apply - Insurance Benefits, Pension Supplement, Probation & Tenure, Governance, Community Service, etc. - including "preferred minimal educational requirement" of a Master's Degree.
- E. Full-time Nursing teachers hired for a combination lecture (theory) and clinical assignment may opt to teach a clinical only assignment. Such full-time Nursing teachers must request "clinical only" assignments in writing one semester before implementation.
- F. Individuals hired as Clinical Nursing teachers may apply for an open combination lecture (theory) and clinical Nursing contractual position. Individuals hired as Clinical Nursing teachers are covered under the "necessary instructional employee reduction" provisions of the Federation contract (Article VII.I.).
- G. The full-time "Clinical Only" position counts toward the contractual minimum full-time faculty staffing number.
- H. The hiring process of full-time clinical nursing teachers shall parallel that of other full-time nurses.
- I. "Other duties as assigned" referenced in the initial job description for this position are subject to the approval of the Union and College.

XVII. TUTORS

- A. 35 hours equals full-time status on a 10-month contract.
- B. Salary Lane Placement consistent with degree and experience.

- C. All contract provisions apply - Insurance Benefits, Pension Supplement, Probation & Tenure, Governance, Calendar, Community Service, etc. - including "preferred minimal educational requirement" of a Master's Degree.
- D. Full-time positions count toward the contractual minimum full-time faculty staffing number.
- E. The hiring process for a full-time Tutor shall parallel that employed by the relevant Division Departments in the hiring of full-time faculty.
- F. Tutoring as part of Full-time Load: It is understood that full-time teachers may select as part of their contractual load tutoring hours scheduled by the Learning Lab administrator Coordinator consistent with Division Department policy regarding course selection. Each semester, the College shall schedule full-time tutoring hours for full-time faculty equivalent to two (2) full-time ten (10) month equivalent faculty positions (one in Communications and one in Math). Two clock hours (120 minutes) worked as a tutor in the Learning Lab is equivalent to one (1) contact hour. Full-time teachers have the option of selecting tutoring assignments as extra-contractual assignments consistent with the terms of this agreement.
- G. It is understood that this agreement does not impede the College from utilizing "peer tutors" and that the terms of this agreement do not apply to "peer tutors."
- H. "Other duties as assigned" referenced in the initial job description for this position are subject to the approval of the Union and College.

XVIII. PART-TIME 1650 TEMPORARY TEACHERS

- A. All 1650 part-time faculty who have non-teaching assignments of more than twelve (12) but fewer than fifteen (15) contact hours shall be compensated at the prorated full-time contractual compensation base pay. Office hours and shared governance responsibilities shall be performed on a prorated basis. Insurance benefits are not provided. Administration approves all part-time temporary assignments.
- B. Combined part-time teaching and non-teaching assignments equivalent to part-time temporary status in the 1650 Bargaining Unit shall be compensated at the prorated full-time contractual compensation base pay. Office hours and other shared governance responsibilities will be performed on a prorated basis. Insurance benefits are not provided. Administration approves all part-time temporary assignments.
- C. An emergency, short-term substitute assignment of up to two (2) weeks duration shall be not included in the calculation for Local 1650 part-time, temporary status.

XIX. PROFESSIONAL RESPONSIBILITIES

Faculty should make earnest efforts to advance the mission of the College. Accordingly, in addition to the instructional and non-instructional duties otherwise described in this Agreement, core professional responsibilities of bargaining unit members include but are not limited to the activities listed below. While the degree and extent of involvement with each listed activity may vary over time in accordance with needs and departmental objectives, bargaining unit members are expected to engage in a reasonable mix of the listed activities on a consistent basis.

A. Professional responsibilities of all bargaining unit members include:

1. Keeping current in their discipline through external and College-sponsored professional development;
2. Teaching students and supporting students during office hours;
3. Training and mentoring colleagues;
4. Assessing the quality of instruction and student outcomes;
5. Evaluating and improving programs;
6. Attending professional activity days and divisional, departmental, and program meetings;
7. Participating in department, program, and Union committees – including Peer Mentor Committees;
8. Participating in College-wide shared governance or College-wide Union committees.
9. Demonstrating a commitment to the College community through regular presence and participation in College or College-sponsored events and activities, participation in student recruitment efforts, and support of partnerships with P-12 school districts, especially the Dearborn Public Schools.

B. Professional responsibilities of teaching faculty also include:

1. Meeting courses and office hours as scheduled;
2. Developing courses and curriculum;
3. Coordinating courses and programs;
4. Updating instructional materials.

C. Professional responsibilities of non-teaching academic professionals also include:

1. Working scheduled hours;
2. Keeping abreast of current practices in their field that support student success.

XX. OTHER CONDITIONS OF EMPLOYMENT

A written recommendation resulting from any Department action which is forwarded to an appropriate administrator, through established channels at the College, is deserving of a written

response. Such response should, in the normal course of events, be provided within ten (10) working days and should indicate the administrator's action (e.g., approval or disapproval, support or lack of support, acceptance or rejection, return to sender for any purpose, statement of need for further study or other appropriate action), including the reasons for such action.

XXI. HEALTH AND SAFETY

- A. Employee safety is a primary concern of the Board and the Union.
- B. Policies regarding health, safety, and working conditions will be applied equitably to all members of the Bargaining Unit.
- C. The Board will assure compliance with all federal, state, and local statutes pertaining to health, safety, and the environment.
- D. No member of the Bargaining Unit shall be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being.
- E. If members of the Bargaining Unit identify non-compliance with health and safety requirements regarding their workspace, they shall notify the Administration, who shall promptly investigate the matter and remedy any existing non-compliance. If the Administration is unable to immediately remedy any non-compliance, the Administration will provide the member(s) and the Union with a timeline for addressing the matter and implement appropriate interim measures necessary to ensure employee safety.
- F. Should a dispute arise as to the existence of unsafe working conditions or the adequacy of the Administration's proposed remedy of unsafe working conditions, the Union and the College Administration shall promptly meet to discuss and resolve the issue.

XXII. CLASS SIZE

- A. The number of students assigned to classes shall be limited by existing practice. Special consideration shall be given to the problems of introducing new courses or sustaining advanced courses essential to the integrity of particular programs and/or Departments, and to commitments made to students enrolled in sequential programs.
- B. When facilities permit, up to three (3) additional students may be added to course sections which have attained maximum class size, provided that the total number of students for all of the teacher's assigned contractual sections does not exceed the combined established maximum number of students for those sections. Nursing and Health Careers' clinical sections are exempt from this provision.
- C. Exceptions to the provisions above may be made with approval of the affected teacher and concurrence of the Union.

XXIII. LOW ENROLLMENT

The following compensation models shall apply to Classes Taught with Low Enrollment, Cooperative Education class sections, and Honors Independent Study:

- A.** Shall be limited to no more than six (6) students in a Class Taught with Low Enrollment when a scheduled section has not attained the minimum number of one-half of its maximum class size to run or there is an insufficient number of students to run an additional section.
- B.** No more than two (2) Classes Taught with Low Enrollment assignments of up to six (6) students each shall be taught by a teacher in lieu of its traditional course equivalent in any Fall Semester, Winter Semester, or Summer Session.
- C.** Compensation for a Class Taught with Low Enrollment shall be at 1/15 regular semester teaching contact hour rate per student for those teaching a 15 contact hour load and 1/12 regular semester teaching contact hour rate per student for those teaching a 12 contact hour load.
- D.** It is understood that special consideration shall be given to the problems of introducing new courses or sustaining advanced Departments, and to commitments made to students enrolled in sequential programs.

XXIV. COOPERATIVE EDUCATION CLASSES

The previous calculation regarding compensation for classes taught with low enrollment shall apply to Cooperative Education classes, except that up to fourteen (14) students per class/section may be applied to the Cooperative Education calculation.

XXV. HONORS INDEPENDENT STUDY

- A.** The past practice in compensating Honors Independent Study (one honor student equates to one semester contact hour) shall remain in force unless the parties agree to revise it.
- B.** It is understood that the assumption of any Class Taught with Low Enrollment, a Cooperative Education class/section, or an Honors Independent Study is purely voluntary on the part of the teacher. Should a teacher decline, the teacher retains the right to select a contractual or extra-contractual (EC) assignment in accordance with course selection provisions of the HFCC-FT Collective Bargaining Agreement.
- C.** It is also understood that the compensation for a Class Taught with Low Enrollment and a Cooperative Education class/section, when compensated on an extra contractual basis, shall not apply to the semester and annual contractual limitations on extra contractual hours and compensation.

XXVI. REDUCED WORKLOAD

A tenured teacher may be given administrative approval for a reduced workload, not less than one-half (0.5) of the normal load, for a proportionately reduced salary, including equity fund compensation. and pension supplement. Such approval may be granted by the College President under any one of the following conditions:

- A. The teacher has reached age sixty (60) or shall reach that age during the College year in which the reduced load is to take effect,
- B. The teacher's condition of health makes a reduced load advisable,
- C. The teacher wishes to pursue graduate study which is pertinent to the subject matter and/or duties within the province of the teacher's Department,
- D. The teacher wishes to elect reduced load in lieu of Leave for Care of Ill Members of the Immediate Family,
- E. The teacher wishes to elect reduced load in lieu of Child Care Leave,
- F. The teacher wishes to elect reduced load for reasons other than those cited above.

No teacher shall engage in any other gainful employment of any kind while teaching a reduced load under this provision. The Administration may terminate any privilege granted to a teacher under this section at the end of any semester or year.

XXVII. DISTANCE EDUCATION

A. Definition

Distance Education shall refer to any instruction transmitted and/or delivered to a student(s) at a remote site by means such as, but not limited to, electronic communication, telecommunication, compressed video, computer, satellite, video/audio, online technology, printed materials, or any combination thereof. It shall also refer to any instruction delivered from a remote site to the College by such means.

B. Course/Program Integrity

- 1. Distance Education delivered by the College, delivered under its auspices, or received by the College shall be subject to initial approval, review, and re-approval of the Department(s) traditionally responsible for instruction of the subject matter and/or content of the Distance Education offering.
- 2. The Board agrees that Distance Education shall not be offered or received by the College so as to cause the layoff of Bargaining Unit members or preclude the hiring of replacements in vacated Bargaining Unit positions.

3. A qualified full-time teacher shall have the right of first refusal in the development of any distance education course.
4. Assignment to teach a Distance Education course shall be based upon the course assignment policies of the teacher's Department and relevant provisions of the Collective Bargaining Agreement, provided that the teacher demonstrates to the Department satisfactory proficiency in the delivery system(s).
5. A teacher may select a fully on-campus load provided it is selected in accordance with other course selection policies of the teacher's Department.
6. The College shall, throughout the development and delivery of a Distance Education course, provide the institutional and technological support services, support systems, support personnel, and teacher training in the relevant technology(ies), as determined necessary by the teacher, the Department offering the course, and the College Administration.
7. A teacher who develops a Distance Education course shall have priority in teaching that course for a period of three (3) years immediately subsequent to its development, up to the limits of the teacher's contractual teaching load and the contractual limits relative to extra-contractual teaching.
8. Evaluation of instruction in a Distance Education course shall be in accordance with instructional evaluation provisions agreed to by the Union and College.

C. Compensation

1. The number of weekly teacher-student contact hours of any Distance Education course shall be used to determine its portion of a teacher's contractual teaching load or in calculating extra-contractual compensation, provided the number of weekly teacher-student contact hours for the Distance Education course does not vary from that of the course as taught in a traditional delivery mode.

Should the number of weekly teacher-student contact hours of a Distance Education course vary from that of the course taught in a traditional delivery mode, the portion of a teacher's contractual teaching load that such a Distance Education course constitutes and/or the extra-contractual compensation for such a course shall be subject to negotiation and agreement with the Union, prior to the offering of the course.

2. The weekly contact hours used to determine a teacher's contractual assignment or extra-contractual compensation for a course, not currently or previously taught at the College in a traditional delivery mode, shall be subject to negotiation and agreement with the Union, prior to the offering of the Distance Education course.
3. The College shall assume, if preapproved, the charges associated with correspondence, telephone, e-mail, or other forms of communication between

teacher and student(s) which may be incurred in the conduct of Distance Education, whether incurred at a campus or off-campus location.

4. The compensation afforded a teacher whose Distance Education course is rebroadcast shall be subject to negotiation and agreement with the Union, prior to the rebroadcast of the Distance Education course.

D. Class Size

The class size for any Distance Education course which is offered at the College in a Distance Education delivery mode shall be that class size established for the course as taught at the College in a traditional delivery mode unless otherwise agreed by the Parties.

XXVIII. INTELLECTUAL PROPERTY

- A. A course offered by the College and the materials developed to meet the requirements for College approval of a course (course description, goals, objectives, syllabus) are considered the property of the College.

It is understood that an individual teacher's lesson plans and materials generated in support of those lesson plans (such as, but not limited to, a teacher's notes, handouts, audio-visual and computerized presentations, and tests) are the property of the teacher. Teachers are encouraged to share such materials in a collegial fashion but are not obligated to do so.

- B. Any product of a physical, intellectual, and/or artistic nature, which may be produced in the course of a teacher's employment at the College, and any proceeds deriving therefrom, shall remain the property of the teacher, unless the product is produced at the direction of the College and the College dedicates funding to underwrite the development of the product. In such event, the teacher and the College, or their designees, shall negotiate a mutually satisfactory agreement addressing the ownership of the product and proceeds therefrom.

It is understood that any materials produced in coursework undertaken by a teacher, works of a scholarly nature produced by a teacher, and materials generated by a teacher in support of the teacher's lesson plans are the property of the teacher, regardless of the degree of support provided by the College.

XXIX. TEACHING FACILITIES

- A. The Administration shall make every effort to provide each teacher ample office space and the equipment necessary, such as a desk, swivel chair, visitor's chair, file cabinet, bookcases, telephone, and computer for effective instructional preparation and function. The objective shall be a one-teacher office for each full-time teacher and opportunity for private conferences with students by part-time teachers within the Bargaining Unit.

- B. The Board shall continue to provide a comfortable Faculty Lounge with facilities for eating, relaxing, and professional conferences and meetings.
- C. The Board shall continue to provide at no charge a year-round parking place for each teacher.
- D. Significant alterations affecting working conditions in any existing facilities shall be made only after prior consultation with the Union, with good faith intent to reach agreement.

XXX. PROFESSIONAL IMPROVEMENT

A. Travel and Conference Fund

The Board shall establish and maintain a travel and conference fund for full-time teachers in its operating budget equivalent to 0.64 of 1% (0.0064) of the current budgeted payroll for full-time teachers, said funds to be allocated and administered according to procedures already established at the College. The purpose of the provision of such funds is to allow the opportunity for attendance at conferences which shall serve to enhance the professional competencies of the teacher and/or the quality of instruction to College students.

Travel Conference funds shall also be made available to teachers pursuing archival research within their professional areas of responsibility. A teacher requesting such funding shall provide the College with a description of the proposed research and its application to the professional responsibilities of the teacher.

The College President shall bear the responsibility to assure that the intent and the prospective product of the conference to which the attendance is requested, or the archival research to be pursued, appears to serve the purposes of this provision.

When the travel or conference is initiated by administrative request for the purpose of serving administratively determined ends, the provision of funds for such travel shall not deprive other full-time teachers of the travel-conference group of the opportunity to participate in conferences of their own choosing.

With administrative approval, additional funds may be made available for invitational participation in programs which reflect credit upon both individual teachers and the College.

B. Professional Conference Days

A full-time teacher shall be allowed up to five (5) conference days for approved professional activity per contractual year. One (1) Professional Conference Day shall be used for any day in which: (1) a teacher is absent from one or more contractual classes or a previously scheduled committee meeting(s), or (2) non-teaching faculty are absent from any number of contractual hours or a previously scheduled committee meeting(s).

Professional Conference Days may be used for extra-contractual absences due to conference attendance in one-half (0.5) day units per extra-contractual class session or one-half (0.5) day units for up to four (4) hours of each non-teaching extra-contractual assignment. No more than two and one-half (2.5) conference days may be used during a Summer session.

To qualify as conference days under this Article, prior approval by the Associate Dean is required. Unused conference days may not be carried forward to future years.

C. Tuition Reimbursement

The Board shall appropriate a sum equal to 0.25 of 1% (0.0025) of the current budgeted payroll of full-time teachers to reimburse for course work which meets one of the following conditions:

1. Course work or a program of study taken at an accredited institution of higher education which is judged by the teacher's Department to be pertinent to the subject matter and/or duties within the province of that Department.
2. Course work or a program of study taken by a teacher in a Department whose enrollment history or projections are such that there is a prospect of a declaration of a surplus teacher(s) within a three-year period as agreed upon by the Union and Administration. The course work or program of study pursued by such a teacher shall be eligible for reimbursement, provided it is taken at an accredited institution of higher education and serves to provide the teacher with an additional area(s) of competence for application under the provisions of Article VII.I.1. and VII.I.2. provided there exists the equivalent of at least two (2) full-time positions in part-time and/or extra-contractual time (day and/or evening) within the area(s) of competence being pursued by the teacher.
3. Course work or a program of study taken by a teacher for the purpose of curriculum development which results in: (a) the development and successful offering of a new course(s) or (b) extensive revision of an existing course within the teacher's Department. Reimbursement from the Tuition Fund shall be made in accordance with this provision following the successful offering of the new or revised course(s).

Each teacher shall be eligible for grants from the Tuition Fund after successful completion of course work. At the end of the contractual year, Tuition Fund monies shall be distributed in equal allotments until each recipient's tuition and fees are fully paid or until the Tuition Fund is exhausted. Until such time as the parties agree to revision, the limits on the amount a full-time teacher may draw under this Article up to \$8,000 per year or up to \$10,000 per year, depending upon the fund balance in that particular year's Professional Improvement Fund with a lifetime maximum of \$30,000. It is understood that a teacher may apply for annual reimbursement for any particular year's eligible tuition expenses until that year's tuition expenses have been fully reimbursed or the lifetime maximum limit has been exhausted.

In order to receive reimbursement under this provision, the teacher must submit a transcript and paid receipt to the College Business Office on or before August 15 of

the contractual year. Reimbursement shall be made within forty-five (45) days of the filing deadline.

D. Community Service Fund

The Board shall appropriate a sum equal to .16% (.0016) of the current budgeted payroll of full-time teachers for a Community Service Fund. A teacher shall be eligible for a grant from this fund to cover membership dues, not to exceed (\$300) per year, in non-sectarian community service organizations based within Wayne County. In addition, a teacher shall be eligible for reimbursement of weekly meal expenses associated with meeting(s) of the community service organization, not to exceed \$20 per week.

In order to receive reimbursement under this provision, a teacher must submit all applicable paid receipts to the College Business Office on or before August 15 of the contractual year. Reimbursement shall be made within forty-five (45) days of the filing date.

Should the monies available from this fund in any contractual year exceed those requested, the available funds shall be distributed to recipients in equal allocations until that year's fund is exhausted.

E. Professional Improvement Fund

1. The Board shall appropriate in its operating budget 0.38 of 1% (0.0038) of the current budgeted payroll for full-time teachers for a Professional Improvement Fund to be used to pay for the following professional expenses of full-time teachers: membership dues in professional organizations pertaining to the teacher's employment responsibilities; purchase of books, periodicals, computer software, computer hardware, and programmable alpha-numeric or graphing calculators pertaining to a teacher's employment responsibilities; continuing education unit (CEU) fees; tuition/fees associated with obtaining and renewing certifications and/or professional licenses required for fulfilling a teacher's employment responsibilities at the College; and expenses for professional travel and conferences to supplement those funds provided by the contract's Travel Conference Fund.
2. A teacher shall be eligible for grants from the Professional Improvement Fund in amounts of up to 1.2% (0.012) of the current Master's maximum salary per year. Grants shall be allocated to teachers according to College seniority on a rotating basis. The Eligibility List shall be revised annually by the Union on the basis of the following conditions. Teachers receiving grants of whatever sum in a particular year shall rotate to the bottom of the Eligibility List in such a manner as to maintain among themselves their relative rank. This rotation shall take effect on November 1 of each contractual year. Newly hired teachers shall be added to the bottom of the Eligibility List as of the date of hire.
3. In order to receive reimbursement under this provision, a teacher must submit all applicable paid receipts to the College Business Office on or before August 15 of the

contractual year. Reimbursement shall be made within forty-five (45) days of the filing deadline.

4. Following a particular year's second drawing from the Professional Improvement Fund, a teacher may draw from unexpended Professional Improvement funds up to an additional \$1,000 for Tuition Fund Reimbursement, to be distributed in equal amounts if remaining Professional Improvement Funds are insufficient, with a lifetime Tuition Fund Reimbursement maximum of \$25,000.
5. Unexpended Funds. Any monies remaining in a particular year's Travel Conference Fund, Tuition Reimbursement Fund, and Community Service Fund shall be made available for application under the Professional Improvement Fund under that particular year's Professional Improvement Fund.
6. Unexpended Funds. Should Professional Improvement Fund monies remain unexpended, or should the Union and Administration project unexpended monies, in any particular year, the Union shall have the right to allocate such monies for other College professional development activities, after consultation with the Administration.
7. Unexpended balances in the Professional Improvement Fund in any contractual year shall be credited to the Professional Improvement Fund of the following contractual year.

F. HFC Tuition

Full-time teachers, their dependent children (as per IRS Code), and spouses shall receive College-sponsored tuition and fee grants to attend credit eligible and non-continuing education unit courses at the College provided:

1. A grade of "C" or better is earned in the course. If a lower grade is received, or the course is dropped after the approved drop period, the employee will be billed for the course.
2. The tuition and fee grant may be used once per course per person.

XXXI. PERFORMANCE EVALUATION

A. Faculty Evaluation

1. A Student Feedback form shall be distributed to all students in each class, laboratory, and clinical assignment, during the Fall and Winter Semesters. A Student Feedback form shall be distributed to all students interacting with non-teaching faculty during a continuous thirty (30) day period in both the Fall and Winter Semesters.
 - a. Student Feedback forms shall include College-wide questions on teacher performance and may include optional Department generated questions. The

College-wide portion of the form shall be developed by the Union's Performance Review Committee.

- b.** Student Feedback forms shall be printed, distributed, collected, and tabulated by the Federation, at Federation expense. The forms will be reviewed by a Department Peer Mentor Standing Committee, consisting of teachers from within the Department or, if the Department approves, teachers from within the College Organizational Structure to which the Department belongs. The Peer Mentor Committee may also assume the responsibilities of the Probationary Teacher Mentor Committee, at the option of the Department.

A probationary teacher's Student Feedback forms, which will remain in the Union's possession, may be reviewed by a Dean or Associate Dean for the purposes of performance evaluation. It is understood that Student Feedback is but one of many components that may form the basis of evaluation of a probationary teacher and the granting of tenure.

- c.** The Student Feedback forms shall be coded by the Union so as to provide anonymity to the teacher.
- d.** The Department Peer Mentor Committee shall review the Student Feedback forms and identify those which merit possible peer intervention, and return them to the Union. Only when a Peer Mentor Committee has determined that the completed forms of a particular teacher merit possible intervention shall the Committee be informed of the identity of the teacher in question.
- e.** The Federation shall provide each teacher with a tabulation of the results of the teacher's Student Feedback forms, copies of student comments appearing on the forms, and concerns that may be noted by the Peer Mentor Committee.
- f.** In addition to Department Peer Mentor Committee activities, the College Administration may annually observe and evaluate the performance of teachers.

- 2.** A Faculty Self-evaluation form shall be completed biennially by each teacher.
 - a.** The Faculty Self-evaluation form shall be developed by the Union's Performance Review Committee and contain questions paralleling in content those of the Student Evaluation of Faculty form, so as to permit a comparative assessment of student and teacher perceptions of performance.
 - b.** The Faculty Self-evaluation form shall also provide a listing of (a) service to the College, (b) activities promoting professional growth, and (c) service to the community.
 - c.** The Department Peer Mentor Committee shall review Faculty Self-evaluation forms and identify those which merit possible peer intervention and return them to the Union.

- d. The Federation shall return to each teacher that teacher's Faculty Self-evaluation form with concerns as may be noted by the Peer Mentor Committee.

B. Peer Mentor Intervention

1. Peer Mentor intervention shall be undertaken by a Department Peer Mentor Committee based upon performance concerns arising from: (a) Student Feedback forms, (b) Faculty Self-evaluation forms, (c) concerns regarding student attrition rates as assessed by the Peer Mentor Committee, (d) concerns forwarded to the Peer Mentor Committee regarding student performance in subsequent courses by Department colleagues, and (e) other concerns which may be forwarded to the Peer Mentor Committee by the College Administration and found by the Committee to have merit. Peer Mentor Committee intervention shall take place only after consultation with the teacher; review, when possible, of the academic standing of respondents to the Student Feedback forms; and Committee observation of the teacher's performance.

2. Peer Intervention Process

- a. Intervention strategies to improve teacher performance shall be developed by the Peer Mentor Committee, with the participation of the teacher, and shall include observations of performance by the Peer Mentor Committee.
- b. The Peer Mentor Committee shall develop methods of evaluating the success of intervention strategies.
- c. Should a teacher contend that the intervention of the Peer Mentor Committee is unwarranted or that its proposed strategies for improved performance are inappropriate, the teacher may appeal such matters to the teacher's Department.
- d. Should a teacher refuse to participate in the Peer Mentor Committee's Intervention Program following an unsuccessful appeal to the teacher's Department, the teacher's name shall be forwarded to the College Administration, with a recommendation that the Administration observe and evaluate the teacher's performance.
- e. Should the Peer Mentor Committee determine the teacher's performance remains unsatisfactory following the teacher's participation in the Intervention Program, the teacher's name shall be forwarded to the College Administration, with a recommendation that the Administration observe and evaluate the teacher's performance. The Peer Mentor Committee's determination of unsatisfactory performance may be appealed to the teacher's Department.
- f. A member of a Peer Mentor Committee shall not participate in the review of that member's own evaluation forms once the identity of the teacher is made known to the Committee. A teacher shall not serve on a Peer Mentor Committee while the subject of Peer Mentor intervention.

C. Peer Mentor Confidentiality

1. Completed Student Feedback forms and summaries of data therefrom shall be the sole property of the Union. The Union shall share Student Feedback forms with the Administration upon written request, with the understanding that such evaluations and summaries shall not be made public by the Administration except as may occur within the confines of due process proceedings.
2. The findings of Peer Mentor Committees shall be the sole property of the Union, shall remain confidential, and shall be shared with the Administration only following written permission of the teacher.
3. It is understood that a teacher whose name has been submitted to the College Administration for administrative monitoring and evaluation retains rights to due process under the tenure provisions of the contract.
4. Members of Peer Mentor Committees may participate in evaluation of a teacher's performance undertaken by the College Administration only following written permission of the teacher.
5. Members of Peer Mentor Committees may participate in due process proceedings only following written permission of the teacher.
6. The Administration shall not cite a Peer Mentor Committee's referral of a teacher to its attention in any stage of a teacher's due process proceedings.

D. Termination of Program

Either party may elect to terminate the Performance Evaluation Program cited above by providing thirty (30) days written notice to the other party of its intent to do so.

XXXII. EXTENDED LEAVES OF ABSENCE

Requests for leaves of absence not specified as Professional or Personal Leaves and not provided for under the contract shall not be granted, except when circumstances arise which the Board of Trustees, on recommendation of the President, believes warrant granting of a Personal Leave for confidential reasons or reasons not specified in the remainder of this section of the contract. Except as specifically provided in this Article, no payments of any kind shall be made to or for a teacher on any extended leave of absence.

A. Professional Leaves

1. General Provisions

- a. A teacher returning from a Professional Leave shall have the right to return to the Department which the teacher left. In the event of the elimination of the

position during the leave, College seniority shall be the determining factor in filling assignments for which the teacher is qualified.

- b. Upon return from Professional Leave, a teacher shall receive any regularly scheduled salary increases granted, including increments, and shall also be subject to any general salary adjustment(s) which may be effected.
- c. A request for an extension of a leave of absence must be made in writing and submitted at least sixty (60) days before the end of the semester in which the leave is to terminate. Failure to request an extension shall constitute termination of the leave. Failure to return to employment upon termination of Leave shall constitute termination of employment.
- d. Benefits or rights accumulated by a teacher prior to the effective date of the leave of absence shall be carried forward and credited to the teacher upon return.
- e. Teachers who have been on a Professional Leave shall not be eligible for another Professional Leave for a three (3) year period after their return.
- f. Applications for Professional Leave shall be filed with the Office of Human Resources not later than February 1 or October 1 preceding the semester that the leave shall become effective.
- g. Professional Leaves shall be limited to:
 - (1) Advanced Study and Work Experience Leaves,
 - (2) Sabbatical Leave,
 - (3) Leave for Exchange Teaching and/or Assignment,
 - (4) Leave for Foreign Country or Military School Teaching and/or Assignment,
 - (5) Leave for a Graduate Fellowship Program.
- h. A probationary teacher may be granted Professional Leave at the discretion of the College President and upon approval of the Board of Trustees, provided that time on such leave shall not be counted toward the fulfillment of the teacher's probationary period.

2. Advanced Study and Work Experience Leaves

Any tenured teacher at the College may be granted an Advanced Study Leave of absence without pay for advanced study for a period not to exceed one (1) year, upon recommendation of the President. Any extension of such Leave shall be made only by special action of the Board upon recommendation of the President.

Any tenured teacher at the College may, upon recommendation of the President, be granted a Work Experience Leave of absence without pay for work outside the College, the experience of which shall enhance the teacher's capacity to instruct in the field of current assignment. The Leave shall be for a period not to exceed one (1) year.

The Work Experience Leave shall also apply in any instance of acceptance of a one-year appointment as an administrator at the College, subject to all the provisions and/or limits involved above.

The granting of such a leave shall be dependent on prior written assurance that the teacher shall return to teacher duties at the College for at least one (1) year.

Not more than 1% (0.01) of the teachers at the College shall be granted such Leave in any one year.

3. Sabbatical Leave

- a. Sabbatical Leave shall be interpreted as leave from duty granted to any tenured teacher after seven (7) years of active service for the purpose of improving instruction. Sabbatical Leave may be granted for one (1) year or for one (1) semester, as may be recommended by the President and approved by the Board.
- b. Leave granted for professional study, work on publications, travel, or travel combined with study, or any other reason which, in the opinion of the President, shall improve instruction at the College or shall improve the efficiency of the teacher shall be considered consistent with the purposes of Sabbatical Leave.
- c. Not more than 2% (0.02) of the teachers at the College shall be granted Sabbatical Leave in any one (1) year.

Should the number of available Sabbatical Leaves in a particular year not be exhausted as a result of the approved requests which have met the February 1 deadline, requests for the remaining Sabbatical Leaves shall be accepted up to October 1.

- d. Remuneration to teachers granted Sabbatical Leave shall be at the rate of one-half (0.5) the salary for two (2) semesters or full salary for one (1) semester to be received at the time the Leave begins, and such remuneration not to extend beyond two (2) semesters. The Board shall continue to pay such insurance premiums for a teacher on Sabbatical Leave as may be in effect for teachers not on such leave.
- e. All applications for Sabbatical Leave shall be submitted to the Office of Human Resources no later than February 1 of the year preceding the contractual year in which the leave is to take effect. A Sabbatical Review Committee, consisting of three administrators appointed by the College President and three teachers appointed by the Union, shall consider the applications. It is understood that a

tie vote in Sabbatical Review Committee deliberations shall be considered a neutral vote and shall be forwarded to the President for further consideration.

- f. In determining recommendations on requests for Sabbatical Leaves, the Sabbatical Review Committee and the College President shall base their recommendations that a Sabbatical Leave be approved or disapproved solely on the following criteria:
 - (1) The extent of the applicant's professional study, growth, contribution, and successful service during the preceding seven years,
 - (2) The extent to which plans submitted for use of time while on leave are definite and educationally constructive,
 - (3) The length of uninterrupted service at the College,
 - (4) Reasonable and equitable distribution of applicants among the Departments of the College.

Course work and dissertation research in a doctoral program relevant to a teacher's employment responsibilities which have been approved by a regionally accredited university shall be considered consistent with the purposes of Sabbatical Leave by the Sabbatical Review Committee and the College President.

- g. A teacher granted Sabbatical Leave shall not engage in remunerative work while on such Leave without the approval of the President. Scholarships and fellowships in approved colleges and universities or grants which do not interfere with the program of professional improvement are excepted.
- h. Upon returning from Sabbatical Leave, a teacher shall provide the Office of Human Resources with a written report detailing what was accomplished.
- i. A teacher who accepts a Sabbatical Leave shall return to the College for a period twice the time of the leave granted (i.e., one semester of Sabbatical Leave equates to two semesters of subsequent employment; one year of Sabbatical Leave equates to two years of subsequent employment.)
- j. A teacher who does not return to the College for the period specified in XXXII.A.3.i after completing Sabbatical Leave shall reimburse the Board for all monies received from it during such leave.

4. Sabbatical Leave for Retraining

Any teacher who has been declared surplus, or whom the Administration and Union agree is likely to be declared surplus within a three (3) year period, shall be eligible for and receive priority for Sabbatical Leave.

Such Sabbatical Leave shall be used by the teacher to pursue course work or a program of study, at an accredited institution of higher education, which will provide the teacher with an additional area(s) of competence, for application under the provisions of Article VII.I.1 and VII.I.2 in such Departments of the College where there exists the equivalent of at least two (2) full-time positions in part-time and/or extra-contractual time, day and/or evening. Discontinuance of such course work or program of study shall terminate compensation for such a Sabbatical Leave, and the teacher shall not be eligible to return to a teaching position at the College until the next regular semester.

Remuneration to a teacher granted Sabbatical Leave for Retraining may be granted at full salary for up to two semesters, provided two semesters at full salary are necessary to complete retraining. The Board shall continue to pay such insurance premiums for a teacher on Sabbatical Leave for Retraining as may be in effect for teachers not on such leave.

In the event the demand for Sabbatical Leave for Retraining exceeds the number of sabbaticals afforded under this provision, such leaves shall be granted on the basis of College seniority.

A teacher granted Sabbatical Leave for Retraining shall not engage in remunerative work while on leave without the approval of the President. Scholarships and fellowships in approved colleges and universities or grants which do not interfere with the program of professional improvement are excepted.

5. Leave for Exchange Teaching and/or Assignment

- a. A tenured teacher may be granted a one-year Leave for Exchange Teaching and/or Assignment.
- b. Any request for such leave shall be judged by the President upon its merits, namely what benefits can be derived from such an assignment.
- c. Not more than 1% (0.01) of the teachers at the College shall be granted such leave in any one (1) year.
- d. The plans as formulated by the Office of the United States Commissioner of Education, in which each exchange teacher remains under the control of the home district in matters of pay, tenure, and other related considerations, shall be in full effect.
- e. Opportunities for Exchange Teaching and/or Assignment positions shall be advertised.

6. Leave for Foreign Country or U.S. Military School Teaching and/or Assignment

- a. A tenured teacher may be granted Leave for Foreign Country or U.S. Military School Teaching and/or Assignment for a period of one (1) year upon

recommendation of the President. Such Leave is subject to renewal by the Board for one (1) additional year.

- b. Any request for such leave shall be judged by the President upon its merits, namely what benefits can be derived from such an assignment.
- c. Not more than 1% (0.01) of teachers at the College shall be granted such leave in any one (1) year.

7. Leave for a Graduate Fellowship Program

- a. A Graduate Fellowship Leave may be granted a tenured teacher for a period of three (3) years or any part thereof for successful completion of a graduate program in pursuance of a master's degree or a doctor's degree upon the recommendation of the President and approval of the Board.
- b. Such conditions as apply to Sabbatical Leave shall apply to this leave, except that this leave may be extended by three (3) years or a part thereof.

B. Personal Leaves

1. General Provisions

- a. A teacher returning from Personal Leave shall have the right to return to the Department which the teacher left. In the event of the elimination of the position during the Personal Leave, College seniority shall be the determining factor in filling assignments for which the teacher is qualified.
- b. Upon return from a Personal Leave, a teacher shall receive any regularly scheduled salary increase(s) granted, excluding salary step advancement (except in the case of Military and Peace Corps Leaves for which salary step increases shall be awarded).
- c. Benefits or rights accumulated by a teacher prior to the effective date of the leave of absence shall be carried forward and credited to the teacher upon return.
- d. Personal Leaves shall be limited to:
 - (1) Extended Health Leave Due to Physical or Mental Causes,
 - (2) Leave to Care for Ill Members of Immediate Family,
 - (3) Parental Leave,
 - (4) Extended Child Care Leave,
 - (5) Involuntary Leave,
 - (6) U. S. Military and Peace Corps Leaves,

- (7) Leave for Public Service,
- (8) Leave for National, State, or Local Union Duty.

- e. A probationary teacher may be granted Personal Leave at the discretion of the College President and upon approval of the Board of Trustees, provided that time on such leave shall not be counted toward the fulfillment of the teacher's probationary period.

2. Extended Health Leave Due to Physical or Mental Causes

- a. Extended Health Leave Due to Physical or Mental Causes not falling within Sick Leave Policy may be granted to a tenured teacher upon request by the teacher, recommendation by the President, and approval by the Board. Such request shall be in writing and shall be accompanied by a written diagnosis from the attending physician. Such extended Health Leave may be considered for renewal annually.
- b. A request for an extension of leave or notice of intention to return must be made in writing and submitted at least sixty (60) days before the end of the semester in which the leave is to terminate. Failure to return after termination date of the leave shall constitute termination of employment, subject to the tenure provisions of the contract. Notice of intention to return must be accompanied by a physician's statement attesting the teacher's fitness.

3. Leave for Care of Ill Members of Immediate Family

- a. Leave may be granted to a tenured teacher to care for ill members of the immediate family upon request by the teacher, recommendation by the President, and approval by the Board. Sufficient proof must be submitted to the President that leave or extended leave is necessary before the request shall be granted.
- b. The immediate family shall be construed to include spouse, children, father, mother, brother, sister, grandparents, aunt, uncle, close relative-in-law, or close associate.
- c. A request for an extension of leave or notice of intention to return must be made in writing and submitted at least sixty (60) days before the end of the semester in which the leave is to terminate. Failure to return after termination date of the leave shall constitute termination of employment, subject to the tenure provisions of the contract.

4. Parental Leave

- a. A teacher who has at least one year of full-time service at the College is eligible for Parental Leave. Approved Parental Leave will be taken without reduction in pay or leave banks.

- b. An eligible teacher may use Parental Leave as defined herein during contractual semesters, not including summer EC.
- c. For purposes of this provision, “parent” means a legally recognized biological, adoptive, step, or foster parent, or the spouse of one of the aforementioned categories.
- d. The job of a teacher taking an approved Parental Leave shall be protected during their time on leave.
- e. An eligible teacher who gives birth or is the spouse of someone who gives birth, shall be eligible for up to twelve (12) weeks of Parental Leave beginning on the date of delivery. Approved leave must be taken continuously immediately following the birth of the child. Parental Leave shall run concurrently with FMLA leave and any state or federal leave entitlement. A teacher who is placed on FMLA leave and/or other state or federal leave related to their pregnancy prior to giving birth may begin their Parental Leave before birth, concurrently with such other leave.
- f. An eligible teacher who adopts an infant twelve (12) months of age or younger shall be eligible for up to twelve (12) weeks of continuous Parental Leave beginning on the date of placement.
- g. An eligible teacher not covered under sections 4.e or 4.f above who becomes legally responsible for a child under the age of sixteen (16) years by adoption, foster care, or legal guardianship is eligible for up to six (6) weeks of Parental Leave, from the date of placement. Approved leave must be continuous and used within twelve (12) months of the child’s placement.
- h. Request for Parental Leave shall be submitted in writing to the Office of Human Resources at least thirty (30) days prior to the date on which the leave is expected to begin (e.g., due date, planned adoption placement) unless circumstances clearly preclude opportunity for such notice. Upon initial request for Parental Leave, the teacher shall designate the duration of the leave.
- i. Approved Parental Leave must be taken continuously, and a teacher may take only one Parental leave during a rolling twelve (12) month period. An eligible teacher may use only one Parental Leave period for a birth, adoption, or placement event, regardless of the number of children born, adopted, or placed.
- j. Where both parents are teachers at the College, both teachers shall be eligible for Parental Leave in accordance with the provisions above.
- k. The Parental Leave policy is intended to allow for bonding time following the arrival or placement of a newly born, adopted, step, or fostered child. Therefore, the policy does not apply to a teacher who chooses to act as a surrogate parent.

5. Extended Child Care Leave

- a.** An eligible teacher may choose to extend their Parental Leave by requesting Extended Child Care Leave. Such leave will be unpaid.
- b.** Request for Extended Child Care Leave shall be submitted in writing to the 'Office of Human Resources thirty (30) days prior to the date on which the leave is to begin.
- c.** The teacher's request for Extended Child Care Leave must designate the duration of the leave, which may be for a part of a semester, an entire semester, or a year. Such initial leave shall be subject to not more than six (6) consecutive semesters or three (3) consecutive one-year renewals.
- d.** Request for renewal must be made to the Office of Human Resources, in writing, at least sixty (60) days before the end of the semester with which the leave shall expire.
- e.** Return from Extended Child Care Leave shall be to a comparable position at the College, not later than three (3) years from the end of the College year in which or with which leave began. Failure to request renewal and/or failure to notify the Office of Human Resources in writing of intent to return at least sixty (60) days prior to the end of the final semester of leave, in response to notification by the Office of Human Resources, shall constitute termination of employment.
- f.** A return from Extended Child Care Leave prior to the expiration of the leave must be requested at least sixty (60) days prior to the start of the semester and shall occur only with the consent of the teacher and the approval of the Office of Human Resources.

6. Involuntary Leave

- a.** A teacher may be required to take Involuntary Leave when it is apparent to the President that the teacher is no longer able physically and/or mentally to discharge duties in a competent manner.
- b.** The President may require in writing that any teacher take a physical or mental examination at Board expense, the results of which may be used for determining Involuntary Leave.
- c.** When the examination is received, reviewed, and evaluated, the teacher may submit to an examination by a physician of the teacher's choosing at the teacher's expense. If the two reports are in conflict, a third physician shall be mutually agreed upon and the cost of this third examination shall be shared by the teacher and the College.

It is understood that the costs assumed by the parties are those which remain unpaid by insurance coverages.

- d. A teacher requesting return from Involuntary Leave may return only upon the recommendation of the President and by approval of the Board, subject to the tenure provision of the contract. The request to return must be made at least sixty (60) days prior to the return date.

7. U.S. Military and Peace Corps Leaves

- a. Any teacher at the College who may enlist or be conscripted into the Defense Forces of the United States for military service or training or into the Peace Corps shall be reinstated as a full-time teacher with full credit including annual increments under the salary schedule. Reinstatement shall be contingent upon written request, supported by a physician's statement, that said applicant is fully qualified to perform the duties of the position.
- b. Request to return from leave must be made at least sixty (60) days prior to the beginning of the semester in which the teacher requests to return.
- c. Salary step increases credit for U.S. Military Leave shall not extend beyond the time of original enlistment or beyond the time necessary to discharge the teacher's military obligation.
- d. When a teacher must take temporary U. S. Military Leave, not to exceed fourteen (14) work days, during the College year, the Board shall compensate the teacher involved for the difference between the teaching pay for the period of service and the military pay for the weekdays of military service during the College year, and shall provide a substitute for the position.

8. Leave for Public Service

A tenured teacher may be granted Leave for Public Service on an annual basis if elected or appointed to public office, subject to sufficient notice to make adequate provision for replacement. Such leave may be extended beyond a second year upon recommendation of the President and approval of the Board. Request for extension must be made in writing at least sixty (60) days before the expiration date of the original Leave.

9. Leave for National, State, or Local Union Duty

- a. A teacher may be granted Leave for National or State Union Duty for one (1) year, subject to annual renewal at the discretion of the Board. Request for renewal must be made in writing at least sixty (60) days before the expiration of any year of the Leave.
- b. A teacher elected to office in Local 1650 shall, upon written request, be granted leave of absence, full or part-time, for so long as the teacher holds such office. Request for such leave must be made in writing at least sixty (60) days before the beginning of the Semester in which the Leave is to become effective, and

notification that the teacher intends to terminate such Leave must be given in writing at least sixty (60) days before the beginning of the Semester in which the termination of Leave is to become effective.

XXXIII. PERSONAL BUSINESS

Each full-time teacher shall be allowed a total number of Personal Business days equivalent to one-half (0.5) day per contractual month. Any unused Personal Business days shall be added to a teacher's accumulated sick days.

- A.** Personal Business days are provided for personal business of a non-profit nature that cannot be taken care of outside of College hours. When a teacher makes use of a Personal Business day, it is assumed by the Administration and the teacher that the activity in which the teacher is engaged on that day is more important than the teacher's teaching responsibility on that particular day. Other than in an emergency situation, a teacher shall notify the Administration in advance of the use of a personal business day.
- B.** Personal Business days shall be taken in one (1) or one-half (0.5) day units.

Teaching Faculty: One-half (0.5) day units shall be used on days when at least one (1) class, and/or one-half (0.5) the scheduled classes for that day, whichever is greater, is met. If the number of classes scheduled for a given day is an uneven number, the one-half (0.5) of the number of scheduled classes shall be rounded off downward.

Librarians, Counselors, and Placement Officers: One-half (0.5) day units shall be used on days when a minimum of three (3) hours of scheduled duties is met. Full-day computation shall be used when less than three (3) hours of scheduled duties are met.

- C.** In the event a teacher is confronted with a death in the family, with a required court appearance pursuant to subpoena, with the need to care for a member of the family, or with catastrophic events resulting in imminent danger to family or to non-business property, and has already expended all Personal Business days, the Office of Human Resources may grant additional days, not to exceed five (5).
- D.** A full-time teacher employed extra-contractually during the normal College Year may use up to two (2) of the unused Personal Business Days each year for extra-contractual assignments. Such a Personal Business Day shall be granted in one-half (0.5) day units per extra-contractual class session.

Such a Personal Business Day shall be granted in one-half (0.5) day units per extra-contractual assignment of three (3) clock hours or less for teachers whose work is prescribed on other than a class contact hour basis.

A full-time teacher employed extra-contractually in a Summer Session program may use up to two (2) of the unused Personal Business days of the immediately previous College Year for personal business.

XXXIV. JURY DUTY

A leave of absence shall be granted a teacher called for jury duty service, provided the Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and the daily jury duty fee paid.

The Board shall pay a teacher for an extra-contractual assignment(s) scheduled within the hours of 7:00 a.m. and 6:00 p.m. missed because of jury duty and for an extra-contractual assignment(s) at other times if the jury is sequestered. Such payment shall be the difference between the daily salary rate plus the daily extra-contractual compensation and the daily jury duty fee paid.

XXXV. SICK LEAVE / BEREAVEMENT

- A.** Each teacher shall be credited with one (1) day of Sick Leave for each month of employment at the beginning of each contractual year. The days so credited shall be non-cumulative for those teachers who have or attain one hundred twenty-five (125) accumulated Sick Leave days.

Credited Sick Leave days may be used prior to being earned; however, any unearned sick days that have been so used shall be deducted from the final pay in case of termination of employment.

Teachers coming to the College from within the Dearborn School District shall be given credit for any unused Sick Leave previously accumulated in the District.

When all accumulated Sick Leave has been exhausted, the teacher shall be entitled, when applicable, to Weekly Accident and Sickness Benefits and, when applicable, Long Term Disability Benefits as provided in this Agreement.

- B.** Sick Leave shall be granted for purposes of personal illness, the care of members of the immediate family, and/or for bereavement of deceased members of the immediate family. A teacher who takes an extended Sick Leave for personal illness of more than four (4) consecutive working days shall present to Human Resources, before returning to work, a certification from a medical provider authorizing return to work. Sick Leave taken for care of immediate family shall not exceed ten (10) days per contractual year, plus up to an additional five (5) days if taken pursuant to the Family Medical Leave Act ("FMLA"). Bereavement shall not exceed five (5) working days per instance; however, a longer period may be approved by Human Resources in exceptional circumstances. The immediate family shall be construed to include spouse, children, father, mother, brother, sister, grandparents, aunt, uncle, close relative-in-law, or close associate. Bereavement may also be taken in the event of a stillbirth (defined by the DCD as fetal death at or after twenty (20) weeks of pregnancy).
- C.** Sick / Bereavement Leave of up to three (3) weeks may be taken by a teacher in the event of a miscarriage or stillbirth, or in the event of a failed surrogacy or adoption within four (4) weeks of placement, to recover and grieve the loss. Leave for these purposes may be

deducted from a teacher's accumulated Sick Leave to the extent eligible under the provisions of Section B above, with any balance of leave deducted from the teacher's Parental Leave allowance under Article XXXII.B.4 at the teacher's discretion. Parental Leave for these purposes may be used only once per contractual semester, not including Summer EC.

- D. Sick Leave days shall be taken in one (1) or one-half (0.5) day units.

Teaching Faculty: one (1) day units shall be used on any day a teacher is absent from the entire contractual teaching and/or Department committee responsibilities scheduled for that day, regardless of their number.

One half (0.5) day units shall be used on days when at least one of a teacher's multiple contractual classes and/or at least one of a teacher's multiple Department committee responsibilities for that day is met.

Librarians, Counselors and Placement Officers: One-half (0.5) day units shall be used on days when a minimum of three (3) clock hours of scheduled duties is met. Full-day computation shall be used when less than three (3) clock hours of scheduled duties are met.

- E. A full-time teacher employed extra-contractually during the College Year may use contractual Sick Days for absences from extra-contractual assignments due to illness, care of members of the immediate family, and for bereavement of deceased members of the immediate family. With the exception of Summer Session absences, no more than five (5) contractual sick days may be used in any College Year for extra-contractual absences which do not occur on days of contractual absences.

Contractual sick days used for extra-contractual absences during a Fall or Winter Semester shall be granted in one-half (0.5) day units per extra-contractual class Session. For teachers whose work is prescribed on other than a class contact hour basis, contractual sick days used for extra-contractual absences shall be granted in one-half (0.5) day units per extra-contractual assignment of three (3) hours or less. Contractual sick days used for extra-contractual absences during a Summer Session shall be granted in one (1) day units for each day of absence.

- F. In addition to the provisions above, a teacher may be required to submit FMLA certification documents for any qualifying absences.

XXXVI. INSURANCE BENEFITS

A. Workers' Compensation

The Board shall carry Workers' Compensation Insurance so that a teacher disabled from an injury or disease due to employment may receive medical attention and weekly benefits while losing pay. Such insurance shall cover all benefits required by Michigan's Workers' Compensation Act.

B. Weekly Accident/Sickness and Long-Term Disability Benefits

Any full-time teacher who has used all accumulated Sick Leave days shall receive Weekly Accident and Sick Leave benefits and, when applicable, Long Term Disability benefits equivalent to those currently provided to a maximum of 70% (0.70) of the teacher's contractual and extra-contractual salary. The master policies shall include the partial disability and cost-of-living riders.

C. Group Term Life Insurance

1. The Board shall provide group term life insurance for each full-time teacher in the amount of twice the teacher's annual contractual salary (2 x salary) to a maximum of \$100,000. The teacher shall enroll and designate a beneficiary(ies) on the proper application form.
2. Coverage for new teachers shall become effective the first of the month following the beginning date of employment, provided the necessary enrollment forms have been filed with the Office of Human Resources.
3. The Board agrees to provide payroll deduction for a teacher wishing to purchase additional life insurance at group rates through the group carrier, subject to the approval of the carrier.
4. Teachers terminated or no longer receiving payroll checks, except for teacher(s) receiving weekly Accident/Sickness or Long-Term Disability Benefits under the College's group policy, have the option of applying for coverage under the policy on a direct payment basis under the rules established by the carrier.

D. Accidental Death or Dismemberment Benefits

The Board shall pay full premium for accidental death or dismemberment benefits equivalent to the following:

Life	Full benefit amount
Both hands	Full benefit amount
Both feet.....	Full benefit amount
Sight of both eyes.....	Full benefit amount
One hand and one foot	Full benefit amount
One hand and sight of one eye	Full benefit amount
One foot and sight of one eye.....	Full benefit amount
Speech and hearing	Full benefit amount
One hand	One-half the benefit amount
One foot	One-half the benefit amount
Sight of one eye.....	One-half the benefit amount
Speech	One-half the benefit amount
Hearing	One-half the benefit amount

E. Hospital-Surgical-Medical Benefits

1. Effective July 1, 2013, the maximum monthly contribution of the College towards the premiums, payable on behalf of employees participating in the College's sponsored health insurance plan who are entitled to employer paid contributions towards those premiums, shall not exceed the applicable annual legislatively fixed/hard caps for full family, two person, or single coverage, as established under Public Act 152 of 2011. Premium contributions will be collected on a monthly or bi-weekly basis, whichever is applicable (e.g., no deductions will occur until new plans are implemented, and an open enrollment is complete.)

Unless hospital-surgical-medical coverage is provided as part of a College-wide group insurance plan, PPO and HMO hospital-medical-surgical and prescription drug coverages shall be subject to revision only upon the mutual agreement of the College and Union.

2. The coverage for which the Board shall contribute under the foregoing may be, at the teacher's option, coverage for (1) self only or (2) self and family (including only spouse and eligible dependents). Coverage shall be provided only if proper enrollment forms and/or contract revision forms have been properly filed with the Office of Human Resources.

All benefits and eligibility for benefits shall be subject to the provisions of the insurance policy coverage of an approved HMO or PPO plan.

3. Teachers may enroll under the "new hire" clause, within thirty (30) days of the date of original employment. Subsequent opportunities to enroll in either of the above plans shall be provided only during enrollment periods specified by the carrier.
4. Teachers on approved leaves of absence, as provided in this contract, may retain coverage for group hospital-medical-surgical, dental, optical, hearing, term life, accidental death or dismemberment insurance, and long-term care benefits at group rates, provided written approval is obtained by the administration from the insurer's underwriting department. The teacher must make the premium payments to the Board in advance by the first of each month, or the teacher shall forfeit all rights under this provision, with exception of those covered by Sabbatical Leave.

F. Waiver of Hospital-Surgical-Medical Benefit

A teacher who opts not to be covered under the Board's hospital-medical-surgical coverage shall receive compensation as listed below, subject to the following conditions:

1. The teacher must supply to the Office of Human Resources written proof of medical coverage with another employer/carrier by September 15 of each contractual year.
2. \$1,500 in lieu of full family coverage shall be paid to the teacher on June 30 of each contractual year.

3. \$1,125 in lieu of one (1) or two (2) person coverage shall be paid to the teacher on June 30 of each contractual year.
4. This compensation shall not be provided when both husband and wife are employees of the Dearborn Public Schools/ Henry Ford College, nor shall dual coverage be provided in these instances.

G. Dental, Optical, Hearing, Long-Term Care Insurances

The details and implementation of dental, optical, hearing, and long-term care insurances for full-time teachers shall be planned by a committee representative of the Union and College administration. The contribution of the Board of Trustees for dental, optical, hearing, and long-term care insurance programs shall be limited to 2.5% (0.025) of current contractual salary payroll of full-time teachers at the College.

H. Flexible Spending Account/Health Savings Account

Teachers shall have the option of participating in a Flexible Spending Account (FSA) and/or a Health Savings Account (HSA) program through payroll deduction as permitted under IRS regulations. A teacher must enroll in the FSA and/or HSA program during the designated enrollment period in the year preceding the calendar year in which the teacher intends to participate.

I. Part-time Bargaining Unit Members

No part-time member of the Bargaining Unit shall see benefits, which may be provided to other part-time teachers by the College, decrease as a result of acquiring membership in the HFCC-FT Bargaining Unit.

XXXVII. COMPENSATION PRINCIPLES

- A. Salary of full-time members of the Bargaining Unit shall be determined by the terms of this Agreement with respect to salary schedule, creditable experience, and credentials. The salaries of part-time members of the Bargaining Unit shall be the extra-contractual rate paid full-time teachers for like assignments for the appropriate step and lane on the regular teacher salary schedule, and such members shall advance on the salary schedule in the same way as full-time members of the Bargaining Unit.
- B. A teacher shall receive 1/26 annual contractual pay beginning with the first College pay date on or after August 16 in a given contractual year. A teacher will receive another 1/26 of annual contractual pay each of the next twenty-five (25) bi-weekly pay periods.
- C. For the purpose of computation of a day's pay, 0.053 of a month's pay shall be used.
- D. The Board shall pay on a current basis those monies earned for extra-pay for extra duties which are year-long in nature. Those responsibilities which are not year-long shall be paid for at the end of the activity involved.

- E.** A teacher's contractual pay will be paid over twelve (12) months on a bi-weekly basis, and a teacher's extra-contractual pay will be paid bi-weekly on a current basis. Administration and the Union will agree an implementation date.
- F.** The Board shall make all payroll deductions as required by law and such other deductions as may be agreed to by the parties.
- G.** Salary errors shall be adjusted upon detection and made retroactive within legal limits.
- H.** Teachers receiving advanced degrees shall be placed on the new lane of the salary schedule at the beginning of the semester which follows written notification to the Office of Human Resources of the accomplishment of the degree. It is expected that official verification of the awarding of the degree shall be forwarded to the Office of Human Resources within the first semester during which payment for the degree is provided.
- I.** All 1650 part-time members of the Bargaining Unit who have teaching assignments shall be compensated at 100% of the full-time contractual compensation base pay according to the following:

Compensation for part-time members of the Bargaining Unit will be 100% pro rata pay.

Office hours and other shared governance responsibilities shall be performed on a prorated basis. Insurance benefits are not provided. Administration approves all part-time temporary assignments within the Bargaining Unit.

- J.** A teacher in the ASSET or CISCO programs shall be advanced one lane on the salary schedule for every 940 hours of certification coursework successfully completed, provided such coursework is a requirement for teaching in the assigned discipline or specialty. Such lane advancement shall be limited to the Master's, Master's+30, and Master's+60 lanes and shall be made at the beginning of the semester which follows the submission of a written request for lane advancement and documentation of qualifying hours from the certifying agency to the Office of Human Resource.
- K.** Salaries for part-time teachers not represented by the Bargaining Unit shall be set at neither a rate so low as to constitute employment competition nor so high as to constitute discrimination against teachers in the Bargaining Unit.
- L.** Any teacher assigned, as part of the teacher's regular load, to teach classes on two (2) or more campuses in a single day or on one (1) campus and at another location off-campus, shall be compensated for round-trip travel between said campuses or campus and off-campus location at the Internal Revenue Service (IRS) allowable rate as of the preceding June 1. Mileage is to be determined by maps or mileage charts or, if such should not provide the necessary mileage, by actual odometer reading.
- M.** The Master of Fine Arts Degree, which requires sixty (60) credit hours or more, shall be treated as MA + 30 for salary lane placement.

- N. Compensation for credit and non-credit teaching assignments of less than one (1) semester contact hour (e.g., CEU courses, special assignments, contracted training services of an instructional nature) shall be calculated according to the following formula: Sixteen (16) clock hours of teaching is equivalent to one (1) semester contact hour of teaching.

XXXVIII. EQUITY FUND

Each year, for every teacher hired to the College prior to January 1, 2012, the College shall contribute 0.9945 of a day's pay, based on the current Master's maximum salary, times the number of years of service for that teacher, capped at forty (40) years of service per teacher, to an Equity Fund.

Each year, teachers hired to the College prior to January 1, 2012, shall receive 0.9945 of a day's pay, based on the current Master's maximum salary, times the number of years of service for that teacher, capped at \$10,632 per teacher, from the Equity Fund as part of their salary. However, no teacher hired to the College prior to January 1, 2012, shall receive less from the Equity Fund in any year than their longevity compensation in the 2022-2023 academic year.

Teachers hired on or after January 1, 2012, shall, beginning in their tenth (10th) year of service, receive \$800 annually from the Equity Fund as part of their salary. For each year of service past the tenth (10th) year of service the teacher shall receive another \$800 annually from the Equity Fund. For instance, a teacher beginning their thirteenth (13th) year of service shall receive \$3200 from the Equity Fund as part of their annual salary.

The College will segregate and track excess Equity Fund contributions each year and shall use unexpended funds, as necessary, in future years to maintain the Equity Fund payments. If in some future year the Equity Fund cannot pay \$800 per year of service then the amount paid to each teacher hired on or after January 1, 2012, for each year of service shall be reduced equally.

XXXVIX. PENSION SUPPLEMENT

The Board shall annually budget, for each full-time teacher who is on the August contractual payroll, monies for the purpose of supplementing the teacher's pension through the purchase of a tax-sheltered annuity (TSA) or the purchase of service time in the MPSERS at the teacher's option, as permitted by the Office of Retirement Services. For teachers with nine (9) or fewer years in the Dearborn system, this pension supplement shall amount to \$1,650 annually. Beginning with the teacher's tenth (10) year of service and capped at forty (40) years of service, the pension supplement shall amount to \$1,650 plus 0.1985% (.001985) of the current Master's Maximum salary on the career faculty salary schedule for each year of full-time instructional service in the Dearborn system.

The teacher shall authorize equal monthly TSA payroll deductions by August 1. The TSA benefit shall be prorated for a teacher hired at a time other than the beginning of the Fall semester.

A teacher who has not previously authorized a TSA payroll deduction equal to or in excess of the teacher's TSA benefit under this provision by August 1 shall forfeit the TSA benefit for the upcoming contractual year.

A newly hired teacher who has not authorized a TSA payroll deduction equal to or in excess of the teacher's TSA benefit under this provision by October 1, if hired effective with the Fall semester, or March 1, if hired effective with a Winter semester, shall forfeit the TSA benefit for that Contractual Year.

XL. EXTRA-CONTRACTUAL TEACHING

- A.** Effective with the Fall 2020 Semester and thereafter, a teacher's hourly extra-contractual contact hour rate (ECT) shall be $\frac{1}{1125}$ of the teacher's 10-month contractual salary including equity fund compensation.

Effective with the Fall 2020 Semester and thereafter, a teacher's extra contractual non-contact hour rate (ECN) shall be $\frac{1}{2250}$ of the teacher's 10-month contractual salary including equity fund compensation.

- B.** The compensation for the responsibilities of an extra-contractual teaching assignment shall be determined as follows:

- 1.** Effective with the Fall 2020 Semester and thereafter, the rate for a Fall Semester, Winter Semester, or Summer Session teaching assignment shall be the total number of contact hours per semester times (x) the teacher's ECT $\frac{1}{1125}$ of the teacher's 10-month contractual salary including equity fund compensation) for the first thirty (30) regular semester contact hours or their equivalent (960 clock hours) in a contractual year.
- 2.** The rate for all contact hours or their equivalent in excess of thirty (30) regular semester contractual hours shall be the teacher's ECN rate $\frac{1}{2250}$ of the teacher's 10-month contractual salary including equity fund compensation).
- 3.** Effective with the Fall Semester 2020 and thereafter, the rate for all contact hours or their non-contact teaching equivalent in excess of thirty (30) regular semester contractual hours shall be the teacher's ECN rate ($\frac{1}{2250}$ of the teacher's 10-month contractual salary including equity fund compensation).

- C.** Extra-contractual compensation in a given semester shall be paid in equal installments, beginning with the second paycheck in a given semester and ending with the last paycheck in a given semester.

- 1.** For a teaching assignment of less than a regular semester or summer session, the appropriate extra-contractual compensation formula shall be employed, and compensation shall be paid on a current basis on scheduled payroll dates.

2. At the start of any semester, a teacher may opt to receive the extra-contractual compensation of that semester in a lump-sum payment at the conclusion of the semester.
- D. Effective with the Fall 2020 Semester and thereafter, non-teaching extra-contractual work requiring professional skill or responsibility of a recurring but occasional nature, such as advising and workshops, shall be compensated according to the following formula: the total number of clock hours per semester times (x) the teacher's ECN rate (1/2250 of the teacher's 10 month contractual salary including equity fund compensation), for the equivalent of the first thirty (30) regular semester contact hours (960 clock hours), to be paid on a current basis on scheduled payroll dates. Hours in excess of the equivalent of the first thirty (30) regular semester contact hours in a contractual year shall be paid at one-half (0.5) the rate (1/4500 of the teacher's 10-month contractual salary including equity fund compensation).
 - E. Effective with the Fall 2020 Semester and thereafter, teachers whose work is prescribed on other than a class contact hour basis who engage in their respective activities on an extra-contractual basis shall be compensated according to the following formula: the total number of clock hours times (x) the teacher's ECN rate (1/2250 of the teacher's 10 month contractual salary including equity fund compensation), for the equivalent of the first thirty (30) regular semester contact hours (960 clock hours) to be paid on a current basis on scheduled payroll dates. The rate for hours in excess of the equivalent of the first thirty (30) regular semester contact hours in a contractual year shall be half the rate above (1/4500) of the teacher's 10-month contractual salary including equity fund compensation.
 - F. Effective with the Fall 2020 Semester and thereafter, extra-contractual compensation for a non-credit assignment shall be determined according to the following formula: the total number of contact hours times (x) the teacher's ECN rate (1/2250 of the teacher's 10-month contractual salary including equity fund compensation).
 - G. With respect to the number of extra-contractual teaching assignments during the course of a contractual year, a load equivalent to an assignment of thirty (30) regular semester contact hours is considered to be a desirable professional limit in the best interests of students, the College, and teachers. Within the confines of this desirable professional limit, a teacher may select a Fall and/or Winter semester load up to and including ten (10) contact hours per week and a load up to and including twenty-five (25) contact hours per week in a Summer Session, not to exceed the annual limit of 30 contact hours.

It is understood that honors teaching, "mini-courses," substitute teaching, portfolio assessment, data collection, non-credit courses, CEU courses, special assignments (internships, externships, etc.), extra-compensation assignments (prorated at a 2% (0.02) annual extra-compensation factor equivalent to one (1) contact hour), contracted training services paid by or through the College, workshops, and non-teaching extra-contractual work (two (2) hours equivalent to one (1) contact hour of teaching) are included within the confines of this desirable professional limit.

Exceptions to the limits on hours cited above may be made by the College President only after consultation with the Union.

- H. Effective with the Fall 2020 Semester and thereafter, extra-contractual compensation for a substitute teaching assignment of a week's duration or six (6) contact hours, whichever is less, shall be determined according to the following formula: the total number of contact hours times (x) 1.5 times (x) the teacher's ECN rate (1/2250 of the teacher's 10-month contractual salary including equity fund). Extra-contractual compensation for a substitute teaching assignment of more than a week's duration or six (6) contact hours shall be compensated according to Article XL.A.
- I. The responsibility of filling substitute teaching assignments resides with the Administration. However, should a qualified teacher be teaching less than the desirable professional limit of extra-contractual contact hours, as cited in Article XL.G. said teacher shall be given priority in the filling of substitute teaching assignments. Substitutes shall be provided for the first instance of a teacher's absence in Skilled Trade and Apprenticeship Education or Corporate Training programs, only if required by a corporate contract.

Extra-contractual compensation for a substitute teaching assignment of a week's duration or six (6) contact hours, whichever is less, shall be determined according to the following formula: the total number of contact hours times (x) 1.5 times (x) the teacher's ECN rate (1/1125 of the teacher's 10-month contractual salary including equity fund compensation).

Extra-contractual compensation for a substitute teaching assignment of more than a week's duration or six (6) contact hours shall be compensated according to Article XL.A.

- J. When extra-contractual assignments are made, the following are the priorities which must be considered:
1. Qualified teachers in the Department which is offering the assignment,
 2. Qualified full-time members of the Bargaining Unit,
 3. Qualified Retirees of the Bargaining Unit.

The intent of this provision is to afford those individuals listed, in priority order, the maximum number of extra-contractual assignments possible within the semester and annual limitations of the contract. Should an extra-contractual assignment(s) be cancelled by the College, the affected individual shall be offered an alternative extra-contractual assignment(s), for which the individual is qualified, first from those individuals not listed in XXXVIII.J.1-3 yet having part-time/extra-contractual assignments and, if necessary, then from individuals listed in XXXVIII.J.3., XXXVIII.J.2., and XXXVIII.J.1. in that order.

Wherever possible extra-contractual assignments shall be made according to Article IV.A., with the advice of the teachers of the Department. Department policies for determining extra-contractual assignments shall be subject to review by the Union and Administration in order to assure an equitable distribution of extra-contractual opportunities.

- K. A classroom teacher is permitted to teach one (1) extra-contractual assignment of up to five (5) contact hours per week during the College Day and/or one (1) contractual class of

up to five (5) contact hours per week outside the College Day, provided that the teacher's schedule does not preclude their engagement in and performance of other professional responsibilities, including participation in the shared governance of the College.

- L. A non-classroom teacher is permitted, with approval of their immediate supervisor, to assume one (1) extra-contractual assignment of up to five (5) contact hours per week during the College Day, provided that the teacher continue to meet their non-classroom contractual workload within the College Day and provided that the teacher's schedule does not preclude their engagement in and performance of other professional responsibilities, including participation in the shared governance of the College.

XLI. EXTRA COMPENSATION

Extra-compensation positions shall be open for application every two (2) years, except for those positions for which full-time teachers were specifically hired. Applications, including that of the incumbent, shall be forwarded to the appropriate Vice-President in the Winter semester of second year of the term of office. For the purpose of computing the two-year terms, September 1989 shall be the base year.

Art Collection Curator.....	5.00%
Baseball.....	11.00%
Basketball Head.....	11.00%
Coordinator of Cultural Activities.....	12.00%
Dance Art.....	9.00%
Director of Exhibits.....	7.25%
Drama.....	9.00%
Golf.....	5.00%
Instrumental Music.....	12.00%
Radio.....	9.00%
Recording Studio Manager/Music Assistant.....	6.00%
Staff Advisor, Student Council.....	9.00%
Technical Theatre.....	9.00%
Vocal Music.....	12.00%
Volleyball.....	7.00%
Wellness.....	12.00%
Wrestling Coach.....	11.00%

All assistants: 6.0% (0.06) or 54.5% (0.545) of the compensation of the head coach in the particular sport, whichever is less.

The percentages stated above shall be applied to 100% of the current annual average salary, to be determined and provided by the Administration. Compensation for newly established assignments shall be determined by discussion and agreement with the Union.

A teacher may receive redirected time from a contractual teaching assignment in lieu of the extra compensation described above if mutually agreed upon by the teacher, the

administration, and the Union. Redirected time shall be computed as one (1) contact hour of contractual teaching for each two percent (2%) annual extra compensation factor.

XLII. SALARY SCHEDULE PLACEMENT – EXPERIENCE CREDIT

- A.** New teachers employed at the College by the Board shall be given credit for all relevant full-time teaching experience
Relevant part-time teaching experience, including teaching experience as a graduate student, shall be provided credit on an adjusted, prorated basis rounded off to the nearest full semester.
- B.** Teachers who have served in the armed forces of the United States shall be given experience credit of one-half (.5) year for each year of military service up to four (4) years of such military service.
- C.** New teachers with work experience directly pertaining to their teaching assignment shall be given credit for each full year of work experience (meaning at least eleven (11) consecutive months of full-time employment with a given employer).
- D.** Teachers having zero (0), one (1), or two (2) years of creditable experience shall be placed on Step 1 of the appropriate lane of the salary schedule.

Teachers having three (3) years of creditable experience shall be placed on Step 2 of the appropriate lane of the salary schedule.

Teachers having four (4) years of creditable experience shall be placed on Step 3 of the appropriate lane of the salary schedule.

Teachers having five (5) years of creditable experience shall be placed on Step 4 of the appropriate lane of the salary schedule.

Teachers having six (6) years of creditable experience shall be placed on Step 5 of the appropriate lane of the salary schedule.

Teachers having seven (7) years of creditable experience shall be placed on Step 6 of the appropriate lane of the salary schedule.

Teachers having eight (8) years of creditable experience shall be placed on Step 7 of the appropriate lane of the salary schedule.

Teachers having nine (9) or more years of creditable experience shall be placed on Step 8 of the appropriate lane of the salary schedule.

XLIII. SALARY SCHEDULES

The Board shall, beginning 9-1-76 and thereafter, pay the retirement for teachers.

A teacher shall advance one (1) step on the Salary Schedule with every two (2) semesters of full-time employment with the College. Faculty who reach Step 12.5 in any given Fall semester shall move to Step 13 the following Fall Semester.

Salary Schedule for Contractual Year 2023-2024

Step	Less than Master's	Master's	Master's +30	Master's +60	Doctorate
1	\$40,472	\$50,740	\$53,269	\$55,797	\$58,325
1.5	\$42,771	\$53,039	\$55,567	\$58,095	\$60,624
2	\$45,069	\$55,337	\$57,866	\$60,394	\$62,922
2.5	\$47,368	\$57,636	\$60,164	\$62,692	\$65,221
3	\$49,666	\$59,934	\$62,462	\$64,991	\$67,519
3.5	\$51,965	\$62,232	\$64,761	\$67,289	\$69,818
4	\$54,263	\$64,531	\$67,059	\$69,588	\$72,116
4.5	\$56,561	\$66,829	\$69,358	\$71,886	\$74,415
5	\$58,860	\$69,128	\$71,656	\$74,185	\$76,713
5.5	\$61,158	\$71,426	\$73,955	\$76,483	\$79,011
6	\$63,457	\$73,725	\$76,253	\$78,782	\$81,310
6.5	\$65,755	\$76,023	\$78,552	\$81,080	\$83,608
7	\$68,054	\$78,322	\$80,850	\$83,378	\$85,907
7.5	\$70,352	\$80,620	\$83,148	\$85,677	\$88,205
8	\$72,651	\$82,919	\$85,447	\$87,975	\$90,504
8.5	\$74,949	\$85,217	\$87,745	\$90,274	\$92,802
9	\$77,247	\$87,515	\$90,044	\$92,572	\$95,101
9.5	\$79,546	\$89,814	\$92,342	\$94,871	\$97,399
10	\$81,844	\$92,112	\$94,641	\$97,169	\$99,698
10.5	\$84,143	\$94,411	\$96,939	\$99,468	\$101,996
11	\$86,441	\$96,709	\$99,238	\$101,766	\$104,294
11.5	\$88,740	\$99,008	\$101,536	\$104,064	\$106,593
12	\$91,038	\$101,306	\$103,835	\$106,363	\$108,891
12.5	\$93,337	\$103,605	\$106,133	\$108,661	\$111,190
13	\$95,635	\$105,903	\$108,431	\$110,960	\$113,488

Salary Schedule for Contractual Year 2024-2025

Step	Less than Master's	Master's	Master's +30	Master's +60	Doctorate
1	\$41,889	\$52,516	\$55,133	\$57,750	\$60,367
1.5	\$44,268	\$54,895	\$57,512	\$60,129	\$62,746
2	\$46,647	\$57,274	\$59,891	\$62,508	\$65,125
2.5	\$49,025	\$59,653	\$62,270	\$64,887	\$67,503
3	\$51,404	\$62,032	\$64,649	\$67,265	\$69,882
3.5	\$53,783	\$64,411	\$67,027	\$69,644	\$72,261
4	\$56,162	\$66,789	\$69,406	\$72,023	\$74,640
4.5	\$58,541	\$69,168	\$71,785	\$74,402	\$77,019
5	\$60,920	\$71,547	\$74,164	\$76,781	\$79,398
5.5	\$63,299	\$73,926	\$76,543	\$79,160	\$81,777
6	\$65,678	\$76,305	\$78,922	\$81,539	\$84,156
6.5	\$68,057	\$78,684	\$81,301	\$83,918	\$86,535
7	\$70,436	\$81,063	\$83,680	\$86,297	\$88,914
7.5	\$72,814	\$83,442	\$86,059	\$88,676	\$91,292
8	\$75,193	\$85,821	\$88,438	\$91,054	\$93,671
8.5	\$77,572	\$88,200	\$90,816	\$93,433	\$96,050
9	\$79,951	\$90,578	\$93,195	\$95,812	\$98,429
9.5	\$82,330	\$92,957	\$95,574	\$98,191	\$100,808
10	\$84,709	\$95,336	\$97,953	\$100,570	\$103,187
10.5	\$87,088	\$97,715	\$100,332	\$102,949	\$105,566
11	\$89,467	\$100,094	\$102,711	\$105,328	\$107,945
11.5	\$91,846	\$102,473	\$105,090	\$107,707	\$110,324
12	\$94,224	\$104,852	\$107,469	\$110,086	\$112,702
12.5	\$96,603	\$107,231	\$109,848	\$112,464	\$115,081
13	\$98,982	\$109,610	\$112,226	\$114,843	\$117,460

Salary Schedule for Contractual Year 2025-2026

Step	Less than Master's	Master's	Master's +30	Master's +60	Doctorate
1	\$43,774	\$54,879	\$57,614	\$60,349	\$63,083
1.5	\$46,260	\$57,365	\$60,100	\$62,835	\$65,569
2	\$48,746	\$59,851	\$62,586	\$65,321	\$68,055
2.5	\$51,232	\$62,337	\$65,072	\$67,806	\$70,541
3	\$53,718	\$64,823	\$67,558	\$70,292	\$73,027
3.5	\$56,204	\$67,309	\$70,044	\$72,778	\$75,513
4	\$58,689	\$69,795	\$72,530	\$75,264	\$77,999
4.5	\$61,175	\$72,281	\$75,016	\$77,750	\$80,485
5	\$63,661	\$74,767	\$77,502	\$80,236	\$82,971
5.5	\$66,147	\$77,253	\$79,988	\$82,722	\$85,457
6	\$68,633	\$79,739	\$82,473	\$85,208	\$87,943
6.5	\$71,119	\$82,225	\$84,959	\$87,694	\$90,429
7	\$73,605	\$84,711	\$87,445	\$90,180	\$92,915
7.5	\$76,091	\$87,197	\$89,931	\$92,666	\$95,401
8	\$78,577	\$89,683	\$92,417	\$95,152	\$97,887
8.5	\$81,063	\$92,169	\$94,903	\$97,638	\$100,372
9	\$83,549	\$94,654	\$97,389	\$100,124	\$102,858
9.5	\$86,035	\$97,140	\$99,875	\$102,610	\$105,344
10	\$88,521	\$99,626	\$102,361	\$105,096	\$107,830
10.5	\$91,007	\$102,112	\$104,847	\$107,582	\$110,316
11	\$93,493	\$104,598	\$107,333	\$110,068	\$112,802
11.5	\$95,979	\$107,084	\$109,819	\$112,554	\$115,288
12	\$98,465	\$109,570	\$112,305	\$115,039	\$117,774
12.5	\$100,951	\$112,056	\$114,791	\$117,525	\$120,260
13	\$103,436	\$114,542	\$117,277	\$120,011	\$122,746

XLIV. GRIEVANCE PROCEDURE

A. Definition of Grievance

The term "Grievance" shall be interpreted to mean a complaint by a teacher or by the Union in its own behalf that: (1) there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or (2) there has been a violation, misinterpretation or misapplication of written policies or procedures affecting the conditions of employment of teachers in effect from time to time. Whenever the term "teacher" is used, it may be interpreted as a plural.

B. Statement of Basic Principles

1. Every teacher or group of teachers shall have the right to present grievances in accordance with these procedures.
2. All discussions shall be kept confidential during procedural stages of the resolution of a grievance.
3. A teacher who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.
4. Administrators have the responsibility to consider and take action promptly, within authority delegated to them, on grievances presented to them.
5. The failure of an administrator at any level to communicate a decision to the teacher or Union within the proper time limits permits the teacher to proceed to the next stage, within the limits provided, had the decision been rendered on time.
6. The failure of a teacher or the Union to appeal a decision to the next higher stage within the proper time limits shall constitute a withdrawal and shall bar further action on that teacher's grievance.
7. The teacher or group of teachers has a right to be present and to be represented, at the teacher's option. If the teacher(s) elects to be represented, the representative shall not be a representative of any teacher organization other than the Union.
8. When the grievance originates at an administrative level higher than Associate Dean, the teacher or the Union shall start the grievance at the appropriate written stage of the Grievance Procedure as designated herein.
9. In any instance where the Union is not represented in the Grievance Procedure, the administrator making the decision shall notify the Union, in writing, of the resolution of the grievance at each level. The Union may grieve any decision which would seem either to violate any term of the contract or to affect working conditions of the teachers in the Bargaining Unit.
10. Hearings and conferences held under this procedure shall be conducted at a time and place which shall 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 teachers whose presence is required shall be excused, with pay, for that purpose.

11. As used in this Article, “working days” are Monday through Friday, excluding holidays and scheduled breaks within or between semesters (e.g., the period between the Fall semester grade deadline and the beginning of Winter semester classes.)

C. Grievance Procedure Process

1. Preliminary Stage

In the interest of maintaining harmonious relations, the aggrieved teacher is encouraged to have an oral conference with the Associate Dean or appropriate administrator upon discovery of the grievance and prior to initiating formal written grievance procedures.

The Union and College and Office of Human Resources shall meet prior to the formal stages of the grievance procedure to determine if the issue posing a potential formal grievance can be resolved prior to the formal stages of the grievance procedures. Upon written request by either the aggrieved teacher or the Union to meet in this Preliminary Stage, the time limit for filing a formal grievance shall be tolled by five (5) working days to allow time to meet. The written request must briefly describe the basis for a potential grievance, and the time limit will be tolled only with respect to such potential grievance. Any further extensions of the timeline requiring the Union to file a formal grievance within twenty-three (23) working days of the discovery of the grievance must be mutually agreed upon by the Parties. It is further understood that the Union may move to the formal grievance stage at its discretion at any point during this preliminary stage of the grievance procedure.

2. Formal Stages

First Written Stage, College Administration

- a. Any grievance shall be forwarded in writing to the respective Vice-President within whose jurisdiction the grievance occurred within twenty-three (23) working days of the discovery of the grievance.
- b. The Vice-President shall return copies of the grievance to the teacher and the Union with the Vice-President's decision in writing within ten (10) working days of the receipt of the grievance.

Second Written Stage, College Administration

- a. If the teacher or the Union is dissatisfied with the decision at the first stage, the teacher or the Union may refer the matter directly to the President by submitting a copy of the grievance and the decision returned to the teacher or the Union by the Vice-President within ten (10) working days of its receipt.
- b. The President or designee shall inform in writing the aggrieved teacher, the Union, and the Vice-President involved of the President's decision within ten (10) working days of the receipt of the grievance. The aggrieved teacher or the Union shall have the right to a conference with the President or designee, within this time limit.

Third Written Stage, Board of Trustees

- a. If the teacher or the Union is dissatisfied with the decision of the President or designee, the teacher or the Union may refer the matter to the Board within ten (10) working days after receipt of the decision of the President or designee by submitting a copy of the grievance and all previous decisions to the Chairperson of the Board of Trustees.
- b. Within thirty (30) days of the receipt of the grievance, the Board of Trustees shall meet to consider it. The aggrieved teacher or Union shall have the right to be heard. The decision of the Board shall be communicated in writing to the teacher and the Union within five (5) working days of the formal action.

Final Stage, Arbitration

- a. If the Union is dissatisfied with the decision of the Board, the Union may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the Chairperson of the Board within ten (10) working days after the Union's receipt of the decision of the Board. The arbitrator shall be selected, and the arbitration shall be conducted, under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union.

- b. Binding Arbitration**

Any grievance falling under this Agreement (that is, any grievance which complains of a violation, misinterpretation, or misapplication of any provision of this Agreement) shall be subject to final and binding arbitration. The arbitrator shall confine the opinion to the sole question of whether or not there has been a violation, misinterpretation or misapplication of any provision of this Agreement. The arbitrator shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board or Administration. The arbitrator's award shall be final and binding upon its delivery to both of the parties.

- c. Advisory Arbitration**

Any grievance, other than a grievance under Final Stage, Arbitration **b.**, shall be subject to advisory arbitration. The arbitrator shall confine the opinion to the sole question of whether there has been a deviation from or misinterpretation or misapplication of written policies or procedures affecting the conditions of employment of teacher in effect from time to time. The arbitrator shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board or Administration.

The arbitrator's award shall become final and binding on the fifteenth (15th) day following its delivery to both of the parties, unless prior to such fifteenth (15th) day, either party gives written notice to the other party of its desire that the award not be final and binding. If such written notice is timely given, the award shall not become final and binding but shall be advisory.

- d.** The arbitration clause of this grievance procedure shall not be used to resolve impasses in the negotiation of a successor Collective Bargaining Agreement.

3. Time For Implementation

Any agreement reached through the Grievance Procedure must be implemented as soon as conditions and circumstances make possible. When conditions and circumstances permit, such a decision shall be implemented within thirty (30) calendar days.

D. Matters Not Subject to Binding Arbitration

Notwithstanding any of the foregoing provisions, the parties expressly agree as follows:

1. The denial of tenure shall not be subject to review through the Grievance Procedure. Action brought against a teacher under Article VI.D., E., F. (paragraph 1) of the Tenure Provision of this contract shall not be subject to review through the Grievance Procedure but shall be handled in accordance with Article VI.D., E. F.
2. Any grievance arising out of the Faculty Organization Handbook, the Staff Handbook of Administrative Regulation, the Board Policy Book, or the Constitution for the Faculty Organization of Henry Ford College shall not be subject to final and binding arbitration but shall remain subject to advisory arbitration.

XLV. SUCCESSOR AND ASSIGNS

This agreement shall be binding on any and all successors and assigns of the Employer, whether by sale, transfer, merger, acquisition, consolidation, or otherwise. The Employer shall make it a condition of any transfer that the successor or assigns shall be bound by the terms of this Agreement. The Employer shall continue to be liable for the complete performance of this agreement until the successor or assigns expressly agrees in writing that it is completely bound by the terms of this agreement.

Any resolution adopted for the purpose of initiating, authorizing, or approving the sale, transfer, or surrender of the assets of the College to any successor shall contain the following provisions:

"This resolution shall not be valid unless the purchaser or transferee provides an express written promise to assume all the rights and duties of the collective bargaining agreement between the Henry Ford Community College Federation of Teachers, AFT Local 1650, and the Henry Ford College Board of Trustees/Dearborn Board of Education."

XLVI. WAIVER OF BARGAINING

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 Board and the Union, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or 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. The parties may, however, by mutual agreement, negotiate on any item both deem to require negotiation.

XLVII. CONFORMITY TO LAW CLAUSE

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Union, and teachers in the Bargaining Unit. In event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time for doing so, or if any provision of this Agreement shall at any time be changed or voided by legislation, such provision(s) shall be void and inoperative. However, at the option of either party to the contract, the specific provision, thus voided, and that provision only, shall be immediately subject to negotiations. All other provisions of this Agreement shall continue in effect.

XLVIII. MATTERS CONTRARY TO AGREEMENT

This Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms. It shall, likewise, supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect, and it shall supersede all statements, letters, or memoranda of agreements between the Parties executed prior to the effective date of this Agreement unless expressly extended or re-executed by the Parties in writing. All individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established personnel policies of the Board affecting teachers.

XLIX. DURATION OF CONTRACT

This Agreement shall be effective on March 1, 2023, and shall continue in full force and effect until August 28, 2026. At any time subsequent to February 1, 2026, either party may give written notice to the other of its desire to negotiate a new agreement for the following year, and meetings between the parties for that purpose shall begin no later than twenty (20) days after delivery of such written notification, provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Board to commit an unfair labor practice or otherwise violate the law by any improper recognition of or support or assistance to the Union. In connection with final settlement of negotiations on this Agreement, it is understood and agreed that the attached calendars in Exhibit A shall be the official College calendars for each College year during the term of this Agreement. Any changes to a College calendar in Exhibit A, and the College calendar for 2026-2027, shall be mutually agreed upon no later than September 30 of the year preceding the College year.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this 20th day of August 2020.

FOR THE BOARD
(Signed)

James Thorpe, Board Chairperson
Russell Kavalhuna, HFC President
John Satkowski, VP Financial, Facilities,
and Auxiliary Services
Mark Tade, Asst Director, Employee
and Labor Relations
Bryan Bame, Associate Director, Budget
Janice Gilliland, Dean, School of STEM
Patricia Chatman, Dean, School of BPED

FOR THE UNION
(Signed)

Eric Rader, President
Sam Bazzi
Jeff Morford
Chardin Claybourne
Stacey Buchanan
Sarah Soebbing
Ashely Smith

**HENRY FORD COLLEGE
GENERAL COLLEGE CALENDAR
2023-2024**

FALL SEMESTER – 2023

August	22-23	Tuesday/Wednesday	Teachers report. Faculty Organization Meeting. Meetings and Preparation.
August	24	Thursday	All classes begin
September	4	Monday	Labor Day – College closed
November	22	Wednesday	All classes end following evening session
November	27	Monday	All classes resume
December	11	Monday	All classes end following evening session
December	12	Tuesday	Final exams begin
December	17	Sunday	Final exams end
December	18	Monday	Grades due – 6:00 p.m.

M-W evenings = 30

T-R evenings = 30

Saturday sessions = 15

WINTER SEMESTER – 2024

January	3	Wednesday	Teachers report. Faculty Organization Meeting. Meetings and Preparation.
January	4	Thursday	Professional Issues Conference
January	8	Monday	All classes begin
January	15	Monday	Martin Luther King, Jr. Day – College closed
March	3	Sunday	All classes end following evening session
March	11	Monday	All classes resume
April	29	Monday	All classes end following evening session
April	30	Tuesday	Final exams begin
May	4	Saturday	Graduation Day
May	5	Sunday	Final Exams End
May	6	Monday	Grades due – 6:00 p.m. Faculty Organization Meeting.

M-W evenings = 30

T-R evenings = 30

Saturday sessions = 15

SUMMER SEMESTER – 2024 (all day classes scheduled Monday – Thursday, unless otherwise noted)

May	7	Tuesday	Day and Evening classes begin
May	27	Monday	Memorial Day – College closed
June	24	Monday	8-Week Session 1: Day and Evening classes end
June	25	Tuesday	8-Week Session 2: Day and Evening classes begin
June	26	Wednesday	8-Week Session 1: Grades due – 6:00 p.m.
July	4	Thursday	Independence Day – College Closed
August	12	Monday	Day and Evening classes end
August	14	Wednesday	Grades due – 6:00 p.m.

**HENRY FORD COLLEGE
GENERAL COLLEGE CALENDAR
2024-2025**

FALL SEMESTER – 2024

August	20-21	Tuesday/Wednesday	Teachers report. Faculty Organization Meeting. Meetings and Preparation.
August	22	Thursday	All classes begin
September	2	Monday	Labor Day – College closed
November	27	Wednesday	All classes end following evening session
December	2	Monday	All classes resume
December	9	Monday	All classes end following evening session
December	10	Tuesday	Final exams begin
December	15	Sunday	Final exams end
December	16	Monday	Grades due – 6:00 p.m.

M-W evenings = 30

T-R evenings = 30

Saturday sessions = 15

WINTER SEMESTER – 2025

January	8	Wednesday	Teachers report. Faculty Organization Meeting. Meetings and Preparation.
January	9	Thursday	Professional Issues Conference
January	13	Monday	All classes begin
January	20	Monday	Martin Luther King, Jr. Day – College closed
March	9	Sunday	All classes end following evening session
March	17	Monday	All classes resume
May	5	Monday	All classes end following evening session
May	6	Tuesday	Final exams begin
May	10	Saturday	Graduation Day
May	11	Sunday	Final Exams End
May	12	Monday	Grades due – 6:00 p.m. Faculty Organization Meeting.

M-W evenings = 30

T-R evenings = 30

Saturday sessions = 15

SUMMER SEMESTER – 2025 (all day classes scheduled Monday – Thursday, unless otherwise noted)

May	13	Tuesday	Day and Evening classes begin
May	26	Monday	Memorial Day – College closed
June	19	Thursday	Juneteenth – College closed
June	30	Monday	8-Week Session 1: Day and Evening classes end
July	1	Tuesday	8-Week Session 2: Day and Evening classes begin
July	2	Wednesday	8-Week Session 1: Grades due – 6:00 p.m.
July	4	Friday	Independence Day – College closed
August	14	Thursday	Day and Evening classes end
August	15	Friday	Grades due – 6:00 p.m.

**HENRY FORD COLLEGE
GENERAL COLLEGE CALENDAR
2025-2026**

FALL SEMESTER – 2025

August	19-20	Tuesday/Wednesday	Teachers report. Faculty Organization Meeting. Meetings and Preparation.
August	21	Thursday	All classes begin
September	1	Monday	Labor Day – College closed
November	26	Wednesday	All classes end following evening session
December	1	Monday	All classes resume
December	8	Monday	All classes end following evening session
December	9	Tuesday	Final exams begin
December	14	Sunday	Final exams end
December	15	Monday	Grades due – 6:00 p.m.

M-W evenings = 30

T-R evenings = 30

Saturday sessions = 15

WINTER SEMESTER – 2026

January	7	Wednesday	Teachers report. Faculty Organization Meeting. Meetings and Preparation.
January	8	Thursday	Professional Issues Conference
January	12	Monday	All classes begin
January	19	Monday	Martin Luther King, Jr. Day – College closed
March	8	Sunday	All classes end following evening session
March	16	Monday	All classes resume
May	4	Monday	All classes end following evening session
May	5	Tuesday	Final exams begin
May	9	Saturday	Graduation Day
May	10	Sunday	Final Exams End
May	11	Monday	Grades due – 6:00 p.m. Faculty Organization Meeting.

M-W evenings = 30

T-R evenings = 30

Saturday sessions = 15

SUMMER SEMESTER – 2026 (all day classes scheduled Monday – Thursday, unless otherwise noted)

May	12	Tuesday	Day and Evening classes begin
May	25	Monday	Memorial Day – College closed
June	19	Friday	Juneteenth - College closed
June	29	Monday	8-Week Session 1: Day and Evening classes end
June	30	Tuesday	8-Week Session 2: Day and Evening classes begin
July	1	Wednesday	8-Week Session 1: Grades due – 6:00 p.m.
July	4	Saturday	Independence Day – College Closed
August	13	Thursday	Day and Evening classes end
August	14	Friday	Grades due – 6:00 p.m.

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