

COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement (“Agreement”) is entered into this 7th day of July, 2021, by and between the Delta College Board of Trustees, operating under the Michigan Community College Act, MCL 389.1, *et seq.* (“College”) and the Delta College Faculty Association, MEA/NEA (“DCFA”) (the College and the DCFA, individually a “party” and collectively the “parties”).

WHEREAS, the parties desire to promote a positive working relationship and maintain equitable conditions of employment which impacts morale, encourages respectful communication, enables effectiveness and efficiency, and produces quality education and services to students;

WHEREAS, the parties are interested in promoting respectful and civil work and economic relations;

WHEREAS, the parties are committed to the mission, vision, and values of Delta College; support the principle of quality education; and recognize that the success of College students and the greater College community and the job security of bargaining unit members depends on the College’s ability to attract and provide proper services to its students; and

WHEREAS, the parties pledge to work together to solve problems and to support the College’s responses to the changing educational needs of our students and the community through ongoing dialogue characterized by candor and goodwill.

NOW THEREFORE, in consideration of the mutual promises, stipulations, and conditions specified in this Agreement, the College and the DCFA agree to abide by the terms and conditions set forth in this Agreement for its duration.

ARTICLE I RECOGNITION

1.1 Bargaining Unit Definition

The College hereby recognizes the DCFA as the sole and exclusive bargaining representative, as defined in Section 11 of Act 379 Public Acts of Michigan, 1965, as amended (“PERA”), of the following College employees:

- A. All full-time faculty (including reduced load) who hold faculty rank of: instructor, assistant professor, associate professor, and professor, including any individual appointed to serve in a temporary assignment or replacement assignment for more than one semester; and
- B. All full-time faculty (including reduced load) serving any alternative assignment, that still retains a faculty rank (i.e., Honors Director, etc.). If the Division Chair positions (which were eliminated January 1, 2019) are ever

reestablished in the future by the College, the College would agree to include them.

The employees listed in (A) and (B) above will be referred to in this Agreement as “Faculty.” The parties acknowledge that the following College employees are not part of the Faculty bargaining unit and are excluded from this Agreement:

1. Emeritus, adjunct, any other part-time faculty, temporary assignments or replacements of one semester or less, Counselors, and Academic Advisors;
2. Officers of the College, Associate Deans, and other administrative and supervisory professionals; and
3. All other hourly or substitute employees of the College.

1.2 Binding Effect

This Agreement shall be binding upon the parties and shall supersede any policies, procedures, rules, regulations, or practices of the parties which are contrary to, or inconsistent with, the plain meaning of the specific terms in this Agreement.

1.3 Negotiated Agreement

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 areas 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. The parties may enter into mutually agreed upon memorandums of understanding during the term of this agreement.

1.4 Entire Agreement

This Agreement supersedes and cancels all previous oral and written agreements between the College and the DCFA and constitutes the entire Agreement between the parties. This Agreement shall likewise supersede any contrary or inconsistent terms contained in any individual contract of any Faculty member. Faculty member individual contracts shall be made expressly subject to the terms of this Agreement. Any amendment or agreement supplemental to this Agreement shall not be binding upon either party unless executed in writing by an authorized representative of each party.

ARTICLE II BOARD RIGHTS

2.1 Board Rights

Subject to the provisions of this Agreement and except as expressly provided otherwise by the terms of this Agreement, the Delta College Board of Trustees and the College President reserve and retain full rights, authority, and discretion conferred on them by the laws and constitution of the State of Michigan and of the United States and encompassed in their responsibility to manage Delta College. These rights and powers shall include, but shall not be limited to:

- A. The executive management and administrative direction of College properties, facilities, and Faculty.
- B. The hiring, assignment, discipline, suspension, and layoff and recall of Faculty.
- C. [**Reserved:** to be negotiated by committee selected by the parties]

The exercise of these rights shall be limited only by the terms of the Agreement and provisions of law.

ARTICLE III DCFA RIGHTS

3.1 Bargaining Agent

The College agrees not to negotiate with any union or individual other than the DCFA and its representatives with respect to wages, hours, and terms and conditions of employment for bargaining unit members covered by this Agreement for the duration of this Agreement.

3.2 Notice of New Faculty Members to DCFA

The College shall notify the DCFA President within five (5) business days of the commitment of employment of a new Faculty member who is a member of the bargaining unit. The notice will include the full name, home mailing address, specific assignment, and rate of pay for the new member.

3.3 Representation

The DCFA will represent all bargaining unit members equally, without regard to DCFA membership or dues paying status. In accordance with PERA, neither the DCFA nor the College shall coerce, threaten, or otherwise unlawfully pressure a bargaining unit member to join or refuse to join the DCFA.

Duly authorized DCFA representatives shall be permitted to transact official DCFA business on College property at all reasonable times, provided they shall not interfere with or interrupt institutional operations, faculty members responsibilities, or incur an expense to the College. Such business shall be consistent with, and not violate, College Policy or the law.

3.4 Notice of DCFA Representatives

By July 15 of each year, the DCFA shall notify the College Director of Human Resources and the College President, in hand-writing or email, of its officers and designated representatives.

3.5 DCFA Use of Facilities, Equipment, Technology, and Other College Resources

The College shall designate one bulletin board or adequate portions thereof in each College building with bargaining unit members' offices for the posting of the DCFA's business, business notices, and social announcements, so long as such use does not violate PERA or the Michigan Campaign Finance Act.

The DCFA shall have access to Faculty mailboxes and College technology for DCFA business, business notices, and social announcements. There remains no expectation of privacy with any use of College email or technology. The DCFA and Faculty members shall be permitted to use College facilities for local DCFA business in accordance with the College's building use policies, provided the use is scheduled through the appropriate College office and the use does not interfere with instruction or other student-related matters.

3.6 DCFA Business

The DCFA President or designee will be the primary liaison with College Administration on issues impacting the DCFA. The DCFA President shall be granted at full pay, from base load or equivalent, 18 contact hours of release time per academic year. Of those contact hours, at least six (6) contact hours of release time must be used each Fall semester, at least six (6) contact hours of release time must be used each Winter semester, and at least three (3) contact hours of release or supplemental time must be used during the Spring/Summer term(s). The DCFA President's other rights under this contract will not be altered by this provision. The DCFA President may assign a portion of these contact hours to other DCFA officers per semester, or additional supplemental time may be granted by mutual consent of the parties.

Additionally a total of three (3) contact hours of supplemental time compensation during each academic year may be utilized by the DCFA to be assigned to one (1) or more DCFA Executive members, other than the president, at the discretion of the DCFA President. This compensation shall be subsidized by the College at 100%. In the event the DCFA wishes to utilize such supplemental time compensation, advance written notification, together with identification of the individual(s) involved, shall be provided to the Vice-President of Instruction and Learning Services and the Director of Human Resources (or designees).

The DCFA President will have final say in allocating supplemental time compensation within the parameters described above.

The College will provide the DCFA with an itemized invoice for any employer's portion of the Michigan Public School Employees' Retirement System retirement costs associated with these reassigned contact hours. When required to do so by law, the DCFA shall reimburse the college for any employer's portion of the Michigan Public School Employees' Retirement System retirement costs associated with these reassigned contact hours. The DCFA shall reimburse the College within 45 calendar days of receiving an invoice from the College for these costs.

3.7 DCFA/Administration Meetings

At least once every month during the College fiscal year, and as needed, the College President and/or designee will meet with the DCFA President and/or designee to discuss matters of concern to either or both parties.

ARTICLE IV FACULTY RIGHTS AND RESPONSIBILITIES

4.1 Academic Freedom

The parties are committed to academic freedom, meaning the freedom of expression and the pursuit of truth in teaching and student learning.

This freedom is mainly in support of our values of diversity, integrity, and respect, the parties support the open, inclusive, and civil exchange of ideas in any setting associated with the College. This freedom is manifested institutionally.

Faculty members have academic freedom in the classroom and in discussing their assigned subjects and disciplines. Faculty members may select relevant timely topics that support course outcomes and objectives. Consistent with AAUP's long-standing statement on academic freedom, Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Academic freedom gives both Faculty and students the right to express their views in speech, writing, and through electronic and other communication both on and off campus without fear of sanction unless the manner of expression substantially impairs the rights of others.

Faculty members are citizens, members of a learned profession, and leaders of an educational institution. When they speak or write as citizens on matters of public concern, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational leaders, they should remember that the public may judge their profession and their institution by their communication(s). They should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to demonstrate that they are not speaking for the College.

Faculty members are entitled to academic freedom in research, publication, and creative output (e.g., stories, plays, music, art).

4.1.1 Academic Freedom with Methods and Materials

Faculty have academic freedom to determine the appropriate classroom methods and materials consistent with discipline standards, professional standards, and best practices to serve our students.

4.1.2 Academic Freedom in Curriculum

Faculty have academic freedom to develop and oversee the appropriate curriculum, consistent with discipline standards, professional standards, and best practices to serve our students.

4.2 Compliance with Legal Standards and Policies

The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall

be applied to all employees without regard to race, creed, religion, genetics, color, national origin, sex, pregnancy, marital status, height, weight, record of arrest without conviction, gender identity, sexual orientation, disability, veteran status, membership in – or association with – any organization, or any other class protected by law.

The College will make available annual professional development on applicable topics. Each Faculty member shall comply with all applicable state and federal laws and regulations specific to educational requirements, students, and employment matters. Examples include, but are not limited to, requirements identified in the Family Education Rights and Privacy Act (FERPA), Title IX of the Education Amendments Act of 1972 (Title IX), Title VII of the Civil Right Act of 1964 (Title VII), and the Higher Learning Commission (HLC) guidelines.

4.3 Intellectual Property and Proprietary Rights

[**Reserved:** to be negotiated by committee selected by the parties]

Until negotiations by committee are completed, current working conditions concerning intellectual property and proprietary rights will remain status quo, unless modified by an MOU.

4.4 Shared Governance

Shared governance, an expectation of both Parties, ensures Faculty participation and collaboration with administration, peers, and staff in a professional manner on strategic planning, program/discipline planning, curricular review, assessment, budgeting recommendations, Faculty promotion and tenure, and other College initiatives that impact Faculty members, with the understanding that the College President is responsible to the College Board of Trustees for all decisions made in the governance system.

4.5 Employment Outside College

Faculty members are encouraged to participate in community, civic, and professional activities. Each Faculty member shall consider their Delta College employment as their primary employment. A Faculty member's employment outside Delta College shall not conflict with that Faculty member's professional duties.

4.6 Conflict of Interest

A conflict of interest exists where a Faculty member's duties for the College are or can be compromised by the pursuit of the Faculty member's other interests. A Faculty member who has a conflict or a potential conflict shall promptly bring it to the attention of their Associate Dean. Such conflicts will be appropriately disclosed and managed, reduced, or eliminated.

4.7 Acceptable Use of College Resources

Faculty shall use College technology including, but not limited to, phone systems, computer systems, and College email, consistent with the College's electronic user agreement. Incidental personal use is permitted, but at no time shall College technology be used for any illegal or improper purposes. The College may monitor College technology use at any time, and there is no

expectation of privacy when using College technology of any kind; however, the College administration agrees not to monitor College technology use in an arbitrary or capricious manner.

4.8 Professional Development

Each Faculty member shall participate in professional development as specified in that Faculty member's professional development plan. The College reserves the right to require additional professional development, with notice and rationale to the DCFA President or designee. A Faculty member may be excused from professional development sessions required by this paragraph by the applicable Associate Dean or designee in writing.

This Section is not intended to address mandatory training. The College reserves the right to require mandatory training.

MOU on Fall Learning Days for 2021 to remain in effect until MOU expiration.

ARTICLE V GRIEVANCE PROCEDURE

5.1 Grievance Definition

A grievance is a claim by a Faculty member, more than one Faculty member, or the DCFA on behalf of Faculty that there has been a violation, misrepresentation, or misapplication of any provision of this Agreement. A grievance may include a claim that college policy, any existing rule, order, or regulation of the Board, as may apply to Faculty, conflicts with this Agreement. A grievance shall be processed as provided in this Article, unless otherwise agreed to by the parties.

5.2 Grievance Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, an equitable solution to a grievance. The proceedings will be kept confidential by the parties, to the maximum extent allowable by law. Nothing in this procedure prevents informal consultation or adjustment of any grievance, provided the adjustment is consistent with the terms of this Agreement.

5.3 Informal Discussion

In the event that a Faculty member, group of Faculty members, or the DCFA believe they have the basis for a grievance, the member, group, or DCFA shall first informally discuss the grievance with the applicable Associate Dean or the Faculty member's Dean or the Dean of the majority of Faculty members to whom the grievance pertains, in an attempt to equitably resolve the grievance.

The written request for this informal discussion shall occur within twenty (20) working days of the date of the Grievant(s) or DCFA knew or should have known about the act or condition on which the grievance is based or the grievance shall be deemed withdrawn.

The Associate Dean or Dean will schedule and hold a meeting to discuss the grievance within ten (10) working days of the request for the informal discussion.

The Associate Dean or Dean shall respond to the informal discussion in writing within ten (10) working days following the informal discussion or the grievance will automatically proceed to Step One.

5.4 Step One

If the grievance is not resolved informally, it shall be memorialized in writing on the Grievance Form (Appendix ___), signed by the grievant(s) or DCFA and submitted to the Vice President of Instruction and Learning Services (Vice President) within ten (10) working days after receipt of the written response from the informal discussion or date the response was due. If not timely submitted, the grievance shall be deemed withdrawn.

The Vice President or designee(s), shall, within ten (10) working days, schedule and hold a meeting with the Grievant(s) and the DCFA representatives to resolve the grievance.

The Vice President or designee shall respond to the Step One grievance in writing within ten (10) working days following the Step One meeting. If the Vice President or designee does not schedule or hold a grievance meeting or does not respond to the Step One grievance in writing within ten (10) working days, the grievance will automatically proceed to Step Two.

5.5 Step Two

If the Grievant(s) or the DCFA is not satisfied with the written response at Step One, or if no written response was made within the above timelines, the grievance may be submitted to the College President (President) within ten (10) working days of the date the response was due from the Vice President or designee. If not timely submitted, the grievance shall be deemed withdrawn.

The President or designee(s) will have ten (10) working days after the receipt of the grievance within which to schedule and hold a meeting with the Grievant(s) and the DCFA representatives in an effort to resolve the grievance.

The President or designee shall respond in writing to the grievance within ten (10) working days following the Step Two meeting. If the President or designee does not schedule or hold a grievance meeting or does not respond to the Step Two grievance in writing within ten (10) working days, the grievance will automatically proceed to the next step.

5.6 Step Three – Mediation (Optional)

If the grievance is not resolved at Step Two, or if no written response is made within the above timeline, the DCFA may file the grievance to mediation through the Michigan Employment Relations Commission (MERC) within twenty (20) working days following receipt of the Step Two written response or of the date the response was due from the President or designee. A copy of the filing will be provided to the College by the DCFA.

If the grievance is resolved through mediation, the resolution shall be memorialized in writing and be final and binding upon the parties. If the DCFA does not elect to submit the grievance for mediation, the DCFA may proceed to Step Four, binding arbitration.

5.7 Step Four – Binding Arbitration

If the grievance is not resolved at Step Two or the DCFA does not submit the grievance to mediation, the DCFA may submit the grievance to binding arbitration. The DCFA will file a written request for a list of arbitrators with the American Arbitration Association and deliver a copy of the request to the College's Director of Human Resources within thirty (30) working days after either: (1) the final mediation session, or (2) the deadline for the Step Two written grievance.

A. The powers of the arbitrator shall be limited to the interpretation or application of this Agreement as written, and the arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

B. Should either Party dispute the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first rule on the question of arbitrability.

C. The arbitration shall be held in accordance with Michigan's Uniform Arbitration Act, PA 371 of 2012.

D. Neither Party will be permitted to assert any grounds or claim or present any document at arbitration that was not previously disclosed within a reasonable period of time to the other Party.

E. The decision of the arbitrator shall be binding on all parties involved. However, each Party reserves the right to challenge the arbitration award in a court of competent jurisdiction if either party determines that the arbitrator exceeded their jurisdiction or has arrived at an award fraudulently or by improper means.

F. The result of the arbitrator's decision shall be implemented within ten (10) working days of receipt of the decision unless the decision is challenged as stated above. Extension of this time limit may be mutually agreed upon in writing.

G. The fees and expenses of the Arbitrator shall be shared equally by the College and the DCFA.

H. The arbitration shall be held on the College's main campus, unless otherwise agreed by the Parties.

5.8 Miscellaneous

A. Time Limits: The number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. Time limits may be extended in writing by mutual agreement.

The term "working days" shall mean all calendar days, excluding Saturdays, Sundays, breaks between semesters, holidays, and days the College's administrative offices are closed.

Days on which grievances are submitted shall not be included when calculating an applicable timeline in this article.

B. Information Requests. All non-privileged and relevant documents, communications, and records necessary for processing any grievance, pursuant to the Public Employment Relations Act (PERA), shall be provided to the DCFA within a reasonable time from the date of the request.

C. Impartial Party: The grievance shall not be presented to, or decided upon, by an administrator responsible for rendering a written response at a previous level.

D. Documents: All documents, communications, and records dealing with a grievance should be filed separately from the personnel files of participants; except, the final

- disposition (including the arbitrator's decision/award) which may be maintained in the personnel files of the participants.
- E. Reprisals: No reprisals or adverse employment action will be taken by or against any party of interest or any participant in this process by reason of such participation.
 - F. Hearings: Grievances shall be presented and handled in such a manner as to not interfere with the day-to-day orderly conduct of the College. All hearings and meetings shall normally be scheduled to avoid any interference with scheduled classes or office hours, but, when necessary, participants will be released from other obligations. Hearings and meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present, including witnesses, to attend.
 - G. Representation: The grievant shall at all levels of the procedure have the right to DCFA representation.
 - H. Grievance Withdrawal: A grievance may be withdrawn by the grievant(s) or the DCFA at any step of the procedure.

ARTICLE VI FACULTY QUALIFICATIONS

6.1 Faculty Qualifications and Responsibility for Maintaining Qualifications

All Faculty members must meet minimum qualifications for all courses they are scheduled to teach, consistent with respective standards of the Higher Learning Commission (HLC) and the College. For career programs, there may be specific additional credentials required. Additional qualifications may be established for positions with the approval of the Vice President of Instruction and Learning Services and the Director of Human Resources.

Faculty members shall promptly forward all updated official transcripts, and maintain and forward certifications, licenses, and other credentials and qualifications to their respective Division Office and the Human Resources Department for inclusion in their respective personnel files at hire and throughout their employment.

Faculty members shall remain current on developments affecting that Faculty member's teaching discipline and shall incorporate such updates into the Faculty member's teaching assignment.

6.2 Tenure Track and One-Year Renewable Appointment [MOUs on One-Year Renewable and Promotion and Tenure to remain in effect, including expiration dates of MOUs]

- A. Except as outlined in this Article, all Full-time Faculty members shall be initially employed in a Tenure-Track Annual Appointment status until they earn tenure.
 - 1. In specific circumstances, the College may designate a Full-time Faculty position as a non-tenure track One-Year Renewable position based on needs, including but not limited to new hire of an emerging new program or unanticipated loss/unavailability of an existing Full-time Tenure-track Faculty member. One-Year renewable positions will be reviewed annually by the College for viability and possible conversion to Tenure-Track positions. The College shall notify the DCFA annually of One-Year Renewable appointments.
 - a. At any point in time, a Full-time Faculty member may request to convert their One-Year Renewable appointment to a Tenure-Track position. The requests to convert to Tenure-Track status are at the discretion of the College President.
 - b. If a One-Year Renewable position is converted to a Tenure-Track position, years of qualifying service as a One-Year Renewable Full-time Faculty member will count toward Promotion and Tenure eligibility.
 - c. One-Year Renewable Full-time Faculty members will be treated as Non-Tenure Track Full-time Faculty; they cannot earn Tenure and are not subject to Tenure evaluation.

- B. [Reserved].

- C. At the time of hire or upon conversion to tenure-track, nothing in this Article precludes the President or designee, in their sole discretion, from granting up to two (2) years of credit toward qualifying service time from another institution.
- D. A Faculty member may apply for tenure status more than once, but not more than three times within this time period.
- E. At any point in time prior to the end of year seven (7), a full-time Tenure-Track Faculty member may request to convert their Tenure-Track position to a One-Year Renewable appointment. Approval of the request to convert to a One-Year Renewable appointment and requests to return to Tenure-Track status are at the discretion of the College President.
- F. Prior to the end of the eighth (8) year, a Tenure-Track Faculty member who has not already earned tenure will:
 - 1. Have their appointment terminated, or
 - 2. Request the appointment be converted to a One-Year Renewable position, which may be converted in the President's or designee's sole discretion.
- G. Tenure shall remain in force with annual agreements regarding status and salary, and tenured Faculty shall not be demoted from salary, step or level, or duty except "for cause." The performance of all tenured Faculty will be monitored by the Chief Academic Officer or designee. This will include the evaluation criteria outlined in this Agreement. Faculty who have attained tenure at Delta College before this Agreement is ratified will retain tenure after ratification, subject to the other terms in this Agreement.
- H. For purposes of this Article, a full year of qualifying service is defined as "two (2) semesters or equivalent alternative base load distribution in one year of service time." Time employed in a One-Year Renewable position will count toward tenure eligibility, if converted to a tenure-track position.
- I. Ordinarily, part-time work shall not be considered as part of the tenure eligibility period; however, College Administration may consider part-time work at its discretion toward shortening the tenure eligibility period.
- J. Tenure status is not transferrable from other institutions; rather, it must be earned at Delta College except as otherwise provided in this Agreement.
- K. All full-time Faculty members shall be eligible, depending on performance and need, for annual contracts that may renew, unless and until they earn tenure.

6.3 Appointment and Non-Reappointment of Non-Tenured Full-Time Faculty

- A. Unless a Full-time Faculty member has earned tenure, they may only be terminated for a reason that is not arbitrary or capricious, but such termination may only be grieved through STEP TWO of this Agreement's grievance procedure.

- B. Annual reappointments of non-tenured Faculty members are subject to approval by the College President consistent with the standards in this Article.
- C. Notice of Possible Non-Renewal/Dismissal Due to Poor Performance. If a Full-Time Faculty member faces possible non-renewal or dismissal due to poor performance prior to earning tenure, the appropriate Associate Dean will notify that Faculty member and the DCFA President by 4PM the fourth Friday of the winter semester of the current appointment; except, for individuals hired after November 1 of a contract year, a first-year possible non-renewal/dismissal notice may occur up to four (4) weeks prior to the termination date of that first appointment contract. Prior to Non-Renewal, Faculty will be given a reasonable opportunity to improve.
- D. Notice of Non-Renewal/Dismissal Due to Poor Performance. If a Full-Time non-tenured Faculty member is non-renewed or dismissed, the College President or designee will inform the Faculty member and the DCFA of the final non-renewal decision no later than the thirteenth week of the College winter semester of the current appointment; except, for individuals hired after November 1 of a contract year, a first year non-renewal/dismissal notice may occur at least two (2) weeks prior to the termination date of that first appointment contract.
- E. Notwithstanding the procedure above, a Faculty member may be terminated for misconduct at any time.

6.4 Faculty Academic Ranks and Employment Classifications

- A. The College's academic rank system shall consist of the following ranks: Instructor, Assistant Professor, Associate Professor, and Professor. Rank shall be attained as follows subject to approval by the College President or designee:

[Reserved: to be negotiated by committee selected by the parties]

Until negotiations by committee are completed, current working conditions concerning academic ranks and employment classifications will remain status quo, unless modified by an MOU.

6.5 Standards for Earning Tenure (College Title) Standards for Promotion and Tenure (DCFA Title)

[Reserved: current MOU to remain in effect until MOU expiration date; CBA Article to be negotiated by committee selected by the parties]

Until negotiations by committee are completed, current working conditions concerning standards for promotion and tenure will remain status quo, unless modified by an MOU.

6.6 Minimum Qualifications for Tenure Consideration (College Title; Omitted by DCFA)

[Reserved: to be negotiated by committee selected by the parties]

Until negotiations by committee are completed, current working conditions concerning qualifications for tenure consideration will remain status quo, unless modified by an MOU-

6.7 Memorandum of Appointment (6.6 per DCFA)

Generally, by no later than June 1 of every year of this Agreement, each Faculty member will be issued an annual contract (i.e., Memorandum of Appointment) that will reflect their employment classification and terms and conditions of employment. If the Memorandums of Appointment will not be issued by June 1, the Director of Human Resources or designee shall meet with the DCFA President to explain the reason(s).

The Memorandum of Appointment shall be signed (in electronic or paper form) by the respective Faculty member and returned (by hand or through the College email system) to the Human Resources Department within thirty (30) days after receipt.

6.8 Return Rights (6.7 per DCFA Proposal)

A Full-Time Faculty member hired to fill a College administrative position shall retain rank and tenure status, if previously earned at Delta College, should they be reassigned to a Full-Time Faculty position. Faculty may apply for any posted Full-time Faculty position for which they meet minimum qualifications.

ARTICLE VII VACANCIES AND HIRING

7.1 Vacancies

“Vacancy” is defined as an opening for any full-time Faculty position. College Administration shall have sole authority to determine whether and when to create or fill a Vacancy, including determining the procedure for filling the Vacancy. Vacancies for Faculty will be posted for at least five (5) calendar days. If a current full-time Faculty member has the minimum qualifications for a position, those Faculty members who apply will be guaranteed a preliminary interview for consideration to fill that position.

[Second Paragraph Reserved: to be negotiated by committee selected by the parties]

Until negotiations by committee are completed, current working conditions regarding the percentage of contact hours taught by Full-time Faculty will remain status quo.

7.2 Hiring

A. Hiring. The procedure for conducting Faculty searches will be as follows:

1. During and upon completion of the posting period, the Human Resources Department will perform a preliminary screening to determine if applicants have met qualification requirements and remove, from further consideration, those applicants who do not.
2. The appropriate Academic Dean or designee will appoint a formal screening committee, chaired by a Faculty member in the academic discipline of the vacancy (wherever possible), that consists of at least:
 - a. One (1) Faculty member from the discipline or division where the vacancy exists,
 - b. One (1) faculty member selected from the Faculty at large, and
 - c. One (1) member from any non-student employee group.

Should the Academic Dean or designee change the make-up of this committee for any reason, the remainder of the committee shall proceed with the process.

3. The formal screening committee will review the applications (excluding those removed in Step 1, above) to determine qualified candidates to be selected for preliminary interview. The committee will notify the Human Resources Department of the candidates selected for the committee interview as well as the in-person interview. The committee and Human Resources Department representatives will then conduct interviews.
4. Upon completion of the screening and interviewing of the candidates, the screening/search committee will identify strengths and areas of development of

each candidate in written communication to the Human Resources Department and the appropriate academic administrator.

5. The College President or designee shall have final hiring authority.

7.3 Orientation

All newly hired Full-Time Faculty members shall attend the College's mandatory orientation program, including educational training for distance learning. Newly hired Full-Time Faculty members will be promptly notified of the dates and times of the orientation program. One evening during orientation will be available for the DCFA to meet with newly hired full-time Faculty members.

**ARTICLE VIII
ASSIGNMENT AND LOAD**

8.1 Division/Discipline/Program Assignment

At the time of hire, the College shall assign each Faculty member to one or more program(s) or teaching discipline(s), and to an Associate Dean who will be the Faculty member's direct supervisor. A Faculty member's initial assignment to a discipline/program will be the discipline/program for which they are hired.

8.2 Master Class Schedule Development

Schedules will follow the academic/fiscal year which begins July 1 and ends June 30 (Summer, Fall, Winter, and Spring).

[**Second Paragraph Reserved:** to be negotiated by committee selected by the parties]

Until negotiations by committee are completed, current working conditions concerning master schedule development (except as stated in 8.2) will remain status quo.

Any modification to the schedule may be made by the Chief Academic Officer or designee only after notification to the Faculty member(s) directly affected by the modification. Faculty members directly affected are only those who would have their teaching assignments changed by the modification. Schedule changes may not be made on an arbitrary or capricious basis.

8.3 Teaching Assignment

- A. The Academic Associate Dean or designee shall, in consultation with the appropriate discipline/program coordinator, determine reasonable class assignments, including class sizes, teaching loads, and number of preparations for the assigned program or discipline within the guidelines provided below. Consideration will be given to the type of instruction, to the nature of the content, and to other non-instructional duties.
- B. In addition to the considerations in Paragraph A, Faculty teaching assignments will, consider the following:
 - 1. Student demand and needs, as reported by College Student Educational Services.
 - 2. Program needs.
 - 3. Faculty qualifications and expertise.
 - 4. Seniority of Faculty member.
 - 5. Faculty interest and equity.
- C. Full-time Faculty who have developed a new course shall be entitled to teach the course for the first two (2) semesters the course is offered.

- D. The final determination of all Faculty assignments, including load and extra-contractual, will be the responsibility of the Chief Academic Officer or designee.
- E. At least one week prior to the beginning of classes, the Faculty member must be assigned a firm schedule unless mutual agreement is made to waive this base load or time requirement.

8.3.1 Teaching Assignment Modifications

- A. Assignment of classes shall be completed within the class schedule by the final draft due date established by the Chief Academic Officer or designee. In the event that sections are added or dropped from the class schedule due to registration patterns, the College will modify the assignments of supplemental and adjunct work in an effort to make certain Full-Time Faculty meet load requirements. Such modifications shall not be made arbitrarily or capriciously.
- B. [**Reserved:** to be negotiated by committee selected by the parties]

Until negotiations by committee are completed, current working conditions concerning teaching assignment modifications (except as stated in 8.3.1) will remain status quo.

- C. [**Reserved:** to be negotiated by committee selected by the parties]

Until negotiations by committee are completed, current working conditions concerning teaching assignment modifications (except as stated in 8.3.1) will remain status quo.

8.4 Course Loads/Distribution

[**Reserved:** to be negotiated by committee selected by the parties]
Until negotiations by committee are completed, current working conditions concerning course loads/distribution will remain status quo.

8.5 Extra Contractual Assignment/Supplemental Contact Hours

[**Reserved:** to be negotiated by committee selected by the parties]

Until negotiations by committee are completed, current working conditions concerning extra contractual assignment/supplemental contact hours will remain status quo.

8.6 Course/Section Capacity

[**Reserved:** current MOU to remain in effect until MOU expiration date; CBA Article to be negotiated by committee selected by the parties]

Until negotiations by committee are completed, Course Capacities MOU addendum, signed 5.26.2021 governs working conditions.

**8.7 Definition of Contact Hour/Length of Class Session (College Title)
Length of Class Session (DCFA Title)**

[Reserved: to be negotiated by committee selected by the parties]

Until negotiations by committee are completed, current status quo conditions, as reflected in the current 2021-2022 academic schedule, and legal and accrediting requirements govern working conditions.

8.8 Independent Study and Individual Instruction

[Reserved: to be negotiated by committee selected by the parties]

Until negotiations by committee are completed, current status quo conditions will remain.

8.9 Course Delivery

Except for Independent Study/Individual Instruction, all other course delivery regardless of modality (Face-to-face, INET, CNET, Synchronous or Asynchronous, telecourse, accelerated courses) will be treated as normal base load or supplemental.

8.10 Team Teaching.

Team teaching is permitted if approved by the Associate Dean or designee and Chief Academic Officer or designee. Faculty members will mutually agree how to split the contract hours, subject to the approval of the Chief Academic Officer or designee.

8.11 Transfers and Non-Instructional Reassignment

[Reserved: to be negotiated by committee selected by the parties]

Until negotiations by committee are completed, current working conditions concerning transfers and non-instructional reassignment will remain status quo.

8.12 Substitute Teaching

Substitute instructors may be contracted to replace Faculty who are absent due to pre-approved leave under Article XVII. Full-time Faculty may be requested to substitute. The Faculty member may decline the request.

8.13 Instruction by Administrators

Assignments may be offered to Administrative/Professional (A/P) Staff at the discretion of the academic office and discipline/program coordinators responsible for screening adjunct faculty applicants. Teaching assignments require the approval of the A/P staff member's immediate supervisor and Executive Staff supervisor. Any such assignments shall not jeopardize base load requirements of any Full-time Faculty members. All divisional/discipline guidelines apply to these teaching assignments.

ARTICLE IX
INSTRUCTION-RELATED DUTIES AND RESPONSIBILITIES

9.1 Student Office Hours

During semesters in which a Faculty member is scheduled to teach, each Faculty member shall maintain a total of at least five (5) posted open Student Office Hours per week to be available to students. Faculty members shall hold these Student Office Hours in-person on campus or may hold them virtually online, in proportion to the ratio of online to in-person teaching. These hours shall be spread between at least two (2) different work days each week. It is understood that such scheduling will not include open lab assignments or committee assignments. The office hours shall be scheduled in accordance with the following procedure:

- A. Each Faculty member shall submit a Student Office Hours schedule to the Division Associate Dean prior to the first week of each academic semester. In the event the Associate Dean disapproves the schedule, the Faculty member shall be given an opportunity to review and discuss their respective positions.
- B. By the end of the second (2nd) week of classes, each Faculty member shall (1) post that Faculty member's Student Office Hours in a College-approved location; (2) amend as necessary syllabi for each class taught by that Faculty member, include the Faculty member's Student Office Hours in that syllabus, and distribute the syllabus to students in that class; and (3) enter Student Office Hours and class schedule into a College-approved electronic calendar. Each Faculty member whose Student Office Hours have been changed shall update the posting and syllabus required by this subsection within one (1) week of the Student Office Hour change.
- C. During any semester in which a Faculty member is scheduled to teach, the Faculty member shall be available to meet with students. If a Faculty member is teaching less than a full base load, a proportionately reduced amount of Student Office Hours will be scheduled with concurrence from the appropriate Associate Dean.

9.2 Work Day

[Reserved: to be negotiated by committee selected by the parties]

Until negotiations by committee are completed, current status quo conditions related to work day.

9.3 Taking and Recording Attendance

Each Faculty member shall accurately and contemporaneously record class attendance, and report attendance in the appropriate manner as determined by the College administration. Faculty members shall forward to the appropriate division office or designee copies of their attendance records at the end of each semester in a manner identified by the division office or designee.

9.4 Grading

- A. Faculty will promptly provide academic progress evaluation(s) of their students when requested.
- B. Each Faculty member of record shall promptly assign and record grades, and make appropriate academic progress evaluations, according to the procedure established by the College.
- C. The grading scale for all sections of any course shall be determined at the discipline level, subject to approval by the Associate Dean, and adhered to by all sections of that course.
- D. The class grading policy and scale must be explicitly published in the class syllabus.
- E. Each Faculty member shall report final course grades in a manner determined by the Registrar's Office and at a time specified by the academic calendar. Incomplete grades shall be reported in a timely manner, consistent with College policy.
- F. Each Faculty member of record will maintain student grade records in the College-approved Learning Management System (LMS). Each Faculty member shall review (and update, if necessary) these records in a timely fashion (at least weekly) to allow individual students to see their own grade records throughout the semester(s). Each gradebook shall be saved at the end of the class as directed by the College. Each Faculty member shall retain student grading records for a minimum of three calendar years beyond the end of a given semester. A Faculty member leaving employment with the College during this period will leave the records, or exact copies, with the appropriate Associate Dean, or with the division office.
- G. A Faculty member may assign an Incomplete grade if the student has not fulfilled all course requirements when final grades are assigned, consistent with the College student handbook.

9.5 Adding Students to a Section

Permission from the Faculty member assigned to a course section is required for a student to register after the official start of that course section.

9.6 Final Student Performance Assessment(s)

Final student performance assessment(s) will be determined by the Faculty member as appropriate for the course and modality.

9.7 Disruptive Student Behavior

A Faculty member may require that a student exit the classroom, laboratory, or other area used for instruction for the remainder of the class period when a student engaged in persistent misconduct which

unduly disrupts instruction. Faculty members who impose a one-day suspension shall promptly report the incident to the academic Associate Dean.

9.8 Academic Advising

Faculty shall support academic adviser services as requested by College administration. Faculty shall not engage in clinical counseling, which is the responsibility of the College's professional counselors.

9.9 Non-Instructional-Related Duties and Responsibilities

- A. Commencement. Full-time Faculty members shall participate in the annual College-wide commencement ceremony. Faculty will notify the appropriate Associate Dean if a conflict arises.
- B. Other Assigned Job Functions
 - 1. The College may support proposals for Release or Supplemental Time Projects, in the College's sole discretion. The administration cannot require any Full-time Faculty member to assume a Release or Supplemental assignment without their prior written consent via a non-contractual agreement.
 - 2. Definitions:
 - (a) A "Release Time" project is one that is undertaken during the regular contractual period as part of a Faculty member's base load.
 - (b) A project designated as "Supplemental Time" is one that is undertaken in addition to normal teaching load. Compensation for Supplemental Time projects will be determined as follows:
 - i. College-funded projects: Determination by the Academic Associate Dean and the appropriate Academic Dean in consultation with the assigned Faculty member. Compensation is based on supplemental rates as defined in this contract.
 - ii. Outside source-funded projects: Determination by the appropriate administrator as determined by the grant and the funding source in consultation with the assigned Faculty member.
 - 3. Release/Supplemental Time Project Proposals may be submitted to and approved, within established budgetary constraints, by the College President or designee.
 - 4. Faculty shall comply with all Release/Supplemental Time reporting requirements identified by College administration.
- C. Other Responsibilities. Faculty members shall attend mandatory meetings unless prior written arrangements are made with the respective Associate Dean or designee. [See Article 13].

9.10 Spring/Summer Semester Responsibilities

Faculty members shall promptly respond to any communications and meeting requests during the Spring and Summer months.

9.11 Recordings

A student is permitted to record instruction if permission is given from the Faculty member or recording is authorized by state or federal law. No Faculty shall prohibit a student from recording instruction when identified as a reasonable accommodation. Students shall not publish any recording of instruction.

9.12 Students with Disabilities

If requested by a student, the College will notify appropriate Faculty members of accommodation(s) granted to a student within five (5) business days following the student's authorization for disclosure. Faculty shall comply with all reasonable accommodations recommended by the College Office of Disability Resources and known to the Faculty member. Accommodations shall not be applied retroactively unless required by law.

9.13 Faculty-Initiated Drops

[**Reserved:** to be negotiated by committee selected by the parties]

Until negotiations by committee are completed, current working conditions on Faculty-initiated drops remain status quo-

9.14 Speakers – Guest

Faculty members may invite outside speakers to supplement or enrich course content when it is appropriate. The Faculty member shall remain present, unless pre-approved by the appropriate Associate Dean.

9.15 Academic Coursework Integrity and Grade Disputes (College Title) Disputed Final Grade (DCFA Title)

[**Reserved:** to be negotiated by committee selected by the parties]

Until negotiations by committee are completed, current working conditions on academic coursework integrity and grade disputes remain status quo.

**ARTICLE X
EVALUATIONS**

[Reserved: to be negotiated by committee selected by the parties]

Until negotiations by committee are completed, current working conditions concerning Full-time Faculty performance evaluations remain status quo.

ARTICLE XI
PROFESSIONAL STANDARDS

[Reserved: to be negotiated by committee selected by the parties]

Until negotiations by committee are completed, current working conditions concerning professional standards remain status quo.

**ARTICLE XII
LAYOFF AND RECALL**

[Reserved: to be negotiated by committee selected by the parties]

Until negotiations by committee are completed, current working conditions concerning Full-time Faculty layoff and recall remain status quo.

ARTICLE XIII
FACULTY STRUCTURE AND COMMITTEES

[Reserved: to be negotiated by committee selected by the parties]

Until negotiations by committee are completed, current working conditions concerning Full-time Faculty structure and committees remain status quo.

**ARTICLE XIV
COMPENSATION**

1. Salary Schedule Increases for 2021-22 upon ratification (using 2020-21 salary as base)

1.5%, with an annual base load of 30 based on the College's fiscal year.

2. Supplemental Pay Per Equated Hour

Instructor	\$815
Assistant Professor	\$835
Associate Professor	\$840
Professor	\$845

3. Independent Study/Honors Compensation/Individual Instruction

Faculty will be compensated for approved independent study or honors option or individual instruction using a flat rate per instructional credit per student equal to 2/3 of in-district tuition.

Honors option will be compensated at 2/3 of 1 credit hour of in-district tuition regardless of the number of credits of the course.

4. Substitute Teaching

Substitute teaching at the request of the appropriate Academic Dean for two successive weeks or more for full-time faculty (Fall/Winter only) will be paid at the higher of the supplemental rate or 50 percent of the pro-rata salary of the substituting faculty member (Memo of Appointment). Two weeks is defined as 2/15th of the semester contractual commitment of the hours of a given class. Substitute teaching for less than two weeks will be at the supplemental rate.

5. Faculty-Managed Individual Professional Development Allowance (PDA)

A. Recognizing that Delta College should encourage the faculty to develop professionally, that the professional person should be willing to make a personal financial contribution toward development, that professional development is a continuous process, the College will supplement the faculty's investment in their professional development at a rate not to exceed \$1,000.

B. After the Professional Development Allowance (PDA) has been spent for the year, the funds currently identified as the "Assembly Member Educational Grant" may be requested by faculty through normal procedures.

C. Expenditures qualifying as deductible business expenses in accordance with IRS guidelines and consistent with faculty's approved professional development plan.

1. Appropriate expenditures and reimbursements, will be approved by the Associate Dean, and authorized by the Academic Office.

2. Examples of expenditures to be included as part of professional development are intended to be in compliance with IRS guidelines and include:
 - a) Professional/discipline related travel
 - b) Annual professional/discipline dues (excluding alumni and union dues).
 - c) Coursework, conferences, seminars, professional license fees, clinic fees and expenses
 - d) Professional development material and related to discipline field (including books, videos, CD's, DVD's, subscriptions and periodicals). Note: Office and classroom supplies are not considered expenditures related to professional development.

- D. Faculty PDA reimbursement requests may be made at any time during the year. Submission of reimbursement requests are strongly encouraged within 30 days of occurrence for reimbursement, except at the end of the fiscal year when all reimbursements are due by July 30 (of the following fiscal year).

- E. Faculty who have a definite and approved plan (see PDA guidelines) for direct professional development may request the use of the next year's PDA during the current year. PDA requested in advance shall not exceed the PDA approved for the current year.

- F. Up to 100 Percent of an individual's PDA, if unused, will be carried forward to the next budget year. A PDA account will not exceed 3 times the current year's allocation.

2021-2022

Bachelor's Degree - Base Salary – Instructor:	\$ 47,182 (1.5%)
Bachelor's Degree - Base Salary – Assistant Professor:	\$ 49,294 (1.5%)
Master's/Doctorate Degree – Base Salary – Instructor:	\$ 54,637 (1.5%)
Master's/Doctorate Degree – Base Salary – Assistant Professor:	\$ 58,938 (1.5%)
Master's/Doctorate Degree – Base Salary – Associate Professor:	\$ 64,186 (1.5%)
Master's/Doctorate Degree – Base Salary – Professor:	\$ 71,676 (1.5%)

Items added to the base earned and approved by June 30:

1. Teaching experience for each year at Delta	\$1,825
2. Other teaching experience and/or equated work-related experience (4 years maximum) Depending on market conditions or availability of candidates in specific disciplines, the Administration may make an exception and consider up to a maximum of 7 years of other teaching experience and/or equated work-related experience.	\$1,825
3. Related course work since completion of the Master's Degree per 3 credit hours to a maximum of 60 semester hours or 20 three-hour units (\$5,760 limit) (also allowing the second chance submission)	\$288
4. Related course work since completion of the Bachelor's Degree per 3 credit hours to a maximum of 30 semester hours or 10 three-hour units (\$2,830 limit) – This is applicable only to individuals lacking the Master's Degree (also allowing the second chance submission)	\$288

Other Items

--Supplemental pay per equated hour:	Instructor	\$815
	Assistant Professor	\$835
	Associate Professor	\$840
	Professor	\$845
--Professional Development Allowance (PDA):		\$1000

5. Differential for earned Doctorate paid in total when official notification is received		\$2,775
6. Longevity with 25 completed years of experience at Delta College as of June 30:	Associate Professor	\$571
	Professor	\$955

Allowance and Limitations Pertaining to the Schedule:

- A. Total years of experience of items 1 and 2 combined limited to 14 years
- B. The equivalency of the Master's Degree may be used in determining the Base Salary

**ARTICLE XV
DUES AND FEES**

The College will deduct DCFA dues and fees from a Faculty member's paychecks, provided that:

- A. The Faculty member signs a payroll deduction authorization form supplied by the Association and submits that form to the Department of Human Resources or designee at least ten (10) business days prior to any payroll date for which such deduction is to be made.
- B. No later than the third Friday in August of each year, the DCFA Treasurer will provide to the Department of Human Resources a list of the names of the Faculty members and the amount of dues and fees to be deducted from each paycheck.
- C. The deduction does not violate the Michigan Campaign Finance Act, the Michigan Public Employment Relations Act, or any other law.

The College will remit DCFA dues and fees withheld to the DCFA Treasurer within ten (10) business days of the paycheck deduction together with a list of the names and amount of deduction for each Faculty member.

The College will provide this service without charge to the Full-time Faculty members of the Association.

Notwithstanding anything to the contrary in this Article, the College will cease deducting DCFA dues and fees for a Faculty member if a written notice is provided by that Faculty member to the Department of Human Resources or designee requesting the deductions to cease.

The DCFA shall indemnify and hold harmless the College, its Board of Trustees, individual Board of Trustees members, employees, and agents from and against any claim arising out of or in any way related to the College's deduction of DCFA fees and dues. The obligation in the preceding sentence shall include the DCFA paying the College's attorney fees to defend against such a claim.

**ARTICLE XVI
BENEFITS**

1. Per the consensus reached during the Benefits Committee meeting-taking place on May 26, 2021, the following healthcare coverage will remain in effect until the end of the 2022 calendar year:

A. Medical (including Hearing), and Vision Insurance:

Medical insurance coverage will be provided by the College in compliance with PA 152 through a self-funded PPO Plan or a Health Savings Account (HSA). Coverage under the plan will include the following plan parameters:

PPO

Deductibles and Co-pays-\$500/\$1000 Deductible (first dollar deductible)

\$25 office visit co-pay
\$40 Urgent Care visit co-pay
\$250 Emergency room visit co-pay

*Five (5) tier Prescription Plan Co-pay

Generic	\$15
Preferred Brand	\$50
Non-preferred Brand	\$70 or 50% with \$100 max
Generic/Preferred Brand Specialty Drug	20% with \$200 max
Non-preferred Brand Specialty Drug	25% with \$300 max

*Local pharmacy and mail order prescription drugs Rx 90, 2 X co-pay (90 day supply for 2 co-pays)

Optional Flexible Spending Card Program

*Telehealth Visit \$15 co-pay

Optional Health Savings Account (HSA)

**Deductible \$1,400/\$2,800

**Out of Pocket Max \$2,250/\$4,500

Illustrative rate as required under PA 152.

Current medical benefit plan coverage year (January 1 through December 31) and Affordable Care Act look-back year (November 1 through October 31) shall remain in effect.

***After HSA deductible has been met**
****Subject to IRS guidelines**

Employee contributions to the premium

Employee contribution will be 20.0 percent of the monthly illustrative rate (premium) as required by PA 152.

Employees who decline health insurance are still enrolled into vision and dental insurance at no cost.

Any employee payments for a portion of their health insurance under the PPO will automatically be included when allowable in the Flexible Spending Pre-Tax Premium Account through payroll deduction unless they advise the Payroll Department otherwise in writing.

B. Dental Plan:

Self-funded dental coverage will be provided as follows: Faculty members and eligible dependents will have fully paid Dental Plan B coverage (Class I-75/25, class II & III-50/50 with \$1000 maximum per person, per plan year). Class IV – Ortho, one-time \$1000 payout until age of 19.

C. Vision:

Vision coverage will be provided as follows: Vision Insurance – Network plan family coverage, exam and glasses every 12 consecutive months as provided in the plan.

Effective July 1, 2021, monthly employee contributions will be reduced to reflect the new adjusted amount:

	New Monthly Contribution
PPO	
Single	\$102
2-person	\$246
Family	\$307
HDHP	
Single	\$83
2-person	\$200
Family	\$249

2. Long term Disability remains unchanged from plan year 2021.
3. Accidental Death and Disability Insurance remains unchanged from plan year 2021.
4. Life Insurance remains unchanged from plan year 2021.

**ARTICLE XVII
LEAVES OF ABSENCE, PAID/UNPAID**

17.1 Paid Leave

A. Sick Leave

1. Regular Sick Leave. Each Full-Time Faculty member will accrue 10 sick leave days per academic year.
 - a. A Faculty member may use accrued paid sick leave only for that Faculty member's injury/illness or the injury/illness of the Faculty member's immediate family (spouse, parent, child).
 - b. A Faculty member shall not perform work for another employer while on paid sick leave.
 - c. A Faculty member who wants to use paid sick leave shall notify their Associate Dean at least 1 hour before their regularly scheduled class starting time. The Faculty member shall promptly notify students of absences when requested by their Associate Dean.
 - d. Paid sick leave shall be used in one half or whole day increments.
 - e. Paid sick leave shall not be accrued after a Faculty member has been absent on paid sick leave more than 30 consecutive calendar days. Paid sick leave may be accumulated up to a total of 160 days.
 - f. A Faculty member upon returning to work after 3 or more consecutive days of paid sick leave, or release from a hospital, must submit a doctor's statement to the Human Resources Office indicating the Faculty member's full release to return to work or specific restrictions under which employment could be resumed.
 - g. Faculty who are on paid sick leave for 3 or more consecutive days of paid sick leave must be released to their regular appointment before returning to supplemental teaching. Faculty who are on paid sick leave will not receive supplemental pay until they have been released to their regular appointment. Stipends will be prorated and courses reassigned.
 - h. A Faculty member who misuses paid sick time for reasons other than the Faculty member's injury/illness or the injury/illness of the Faculty member's immediate family is subject to discipline, up to and including discharge.
 - i. Human Resources or designee may request medical documentation for a Faculty member's injury/illness or the injury/illness of the Faculty member's immediate family.
 - j. Unused paid sick time will not be paid upon a Faculty member's separation of employment.
2. Extended Sick Leave. A Faculty member who is not eligible for long-term disability and who has exhausted their paid sick leave accrual will be considered to be on extended sick leave without pay through the end of their contractual period.

B. Sick Leave Bank. Faculty may use the College's Faculty Sick Leave Pool Program in accordance with the terms of that program. The College has full discretion to modify the terms of that program.

C. Paid Time Off (PTO). Full-time Faculty members shall receive two (2) PTO days per academic year that may be used for personal business or emergency reasons, which may only be used during that academic year. PTO days shall not be used during the first or last week of a semester, during College professional development, or on days immediately preceding or following a College holiday. A Faculty member must receive approval in writing from the applicable Associate Dean at least 24 hours before the leave, unless the Faculty member and Associate Dean agree the leave is necessary because of an emergency. PTO days shall not accrue beyond the academic year of issuance.

D. Sabbatical Leave.

1. A Faculty member may apply for sabbatical leave, which can be used for study, research, or other creative activity.
2. Sabbatical Leaves and Grants Committee
 - a. A Sabbatical Leaves and Grants Committee will evaluate sabbatical leave proposals. This committee will be composed of 5 Faculty members, each from a different division, elected by the Faculty.
 - b. The Sabbatical Leaves and Grants Committee will review, analyze, and make recommendations for all sabbatical leaves to the College President, who shall have the discretion to grant sabbatical leave and to decide the terms upon which sabbatical leave is granted.
3. Eligibility and Leave Period
 - a. A sabbatical leave may be granted to the same person only once within every 6-year period.
 - b. Sabbatical leaves can only be granted to Faculty who have been employed at Delta College for at least 6 years.
 - c. The typical leave is one semester. The leave will not be longer than 1 year and must be taken from July 1 through June 30.
4. Criteria for Evaluating Sabbatical Leave Applications:
 - a. The proposed plan or design;
 - b. Evidence of prior commitment to the proposal;
 - c. Evidence that leave will be reciprocally advantageous to the applicant and the College;
 - d. An evaluation of the recommendation statements which accompany the application;
 - e. Written approval from: (1) the appropriate Associate Dean, (2) the appropriate Academic Dean or designee, and (3) the Vice-President of Instruction and Learning Services or designee. The applicant shall have a proven record in their essential job functions related to scholarship, professional development, program development, College service, community service, and/or similar activity;

- f. Confirmation of any prior sabbatical leaves, including the name, date, and written report/communication of the results; and
 - g. Alignment with College's mission, vision, and values.
5. Responsibility of Sabbatical Leave Recipient
- a. Within 90 days after returning from sabbatical leave, the Faculty member shall submit a concise written report to the College President, explaining progress on the sabbatical project. This report will become a part of the recipient's permanent Human Resources file and will be made available to the College community upon request. The College President or designee may require the Faculty member to make a presentation on the sabbatical project.
 - b. Failure to submit and present (if required) an appropriate report shall impact the approval of any future requests, and may result in discipline and in an obligation to repay a portion of the sabbatical award received from the College.
6. Financial Reimbursement to Sabbatical Leave Recipient
- a. A Faculty member on sabbatical for one-semester or less will be awarded full contracted compensation for that period. A Faculty member on sabbatical for over one-semester will be awarded 50% of the Faculty member's annual salary.
 - b. A Faculty member shall immediately notify the College in writing of any other salaries, grants, or fellowships received during the period of the sabbatical leave. Those fund amounts will be deducted from the amount a Faculty member is due under subsection (a) immediately above.
 - c. Faculty benefits will be continued while on sabbatical leave to the extent allowed by law.
 - d. The sabbatical period will be counted as time required toward advancement in Faculty rank.

E. Bereavement Leave. A Faculty member may take paid bereavement leave with the prior written approval of the Faculty member's Associate Dean as follows:

- 1. Death in the Faculty member's immediate family (normally up to 5 leave days). Immediate family is the Faculty member's spouse, father, mother, brother, sister, child, grandfather, grandmother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law.
- 2. Death of a relative living in the Faculty member's household (normally up to 3 days leave).
- 3. Death of a person not in the Faculty member's immediate family (normally up to 1 day).

The length of every bereavement leave shall be determined by the Faculty member's Associate Dean.

F. Jury Duty Leave

If a Faculty member is summoned as a juror or subpoenaed as a witness in any judicial proceeding, the Faculty member shall suffer no loss of pay from the College for a necessary absence from their employment but shall endorse to the College any warrant or voucher issued for the service as a juror or witness.

G. Conference Attendance During Professional Development

Prior approval by the Faculty member's Associate Dean is required for a conference that is part of the Faculty member's professional development. Failure to obtain prior written approval may disqualify the Faculty member from reimbursement for expenses related to conference attendance.

17.2 Unpaid Leave

- A. Military Leave.** A military leave of absence will be granted consistent with state and federal law.
- B. FMLA.** Faculty FMLA leave shall be governed by the FMLA and the College's FMLA policy, which appears in the Delta College Procedures Manual. Eligible employees will be entitled to FMLA leave based on a "rolling forward" leave year, unless another leave year is required by law.
- C. Leave of Absence.** The College may in its discretion grant an unpaid leave of absence to a Faculty member up to 6 months, which shall be concurrent with other leaves conferred in this Agreement and by law. The Faculty member will be considered an employee of the College while on leave of absence and may continue benefits on a self-pay basis.
 - 1. To request a leave of absence, a Faculty member shall send a written request for a leave of absence to their Associate Dean and the Director of Human Resources. Absent an emergency, the request shall be made at least 90 days prior to the requested start of leave.
 - 2. The Associate Dean and Director of Human Resources will approve or deny the leave in their full discretion, consistent with state and federal law.
 - 3. The applicant will be notified in writing as to the decision of the Associate Dean and Director of Human Resources and any applicable leave conditions.

A Faculty member on a leave of absence will communicate, in writing, to the Human Resources Office and their Associate Dean their intention to return to the College at least 30 days prior to the expiration of the leave or to the commencement of their anticipated next contractual obligation at the College, whichever is later. A Faculty member who does not comply with these notice provisions shall be discharged on the final date of the leave.

**ARTICLE XVIII
ACADEMIC CALENDAR**

[Reserved: to be negotiated by committee selected by the parties]

The Academic Calendar for 2021-22 will remain as approved by the MOU dated 5/19/21.

**ARTICLE XIX
MISCELLANEOUS PROVISIONS**

19.1 Conformity to Law

This Agreement is subject in all respects to the laws of the State of Michigan. In the event that any provision or application of this Agreement shall at any time be held contrary to law, then such provision or application shall be deemed void and inoperative. All other provisions or applications shall continue in full force and effect.

19.2 Whole Contract

This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, or added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement. This Agreement supersedes and cancels all previous written agreements between the parties.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any 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. That said, matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

19.3 Copies of Agreement

This Agreement shall be posted on the College's website by the College within sixty (60) days after the Agreement is ratified by both parties.

**ARTICLE XX
DURATION OF AGREEMENT**

This Agreement shall be effective upon ratification by both parties, and shall expire on June 30, 2022.

For the DCFA:

For the College:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Dated this _____ day of _____, 2021.

Grievance Issue

Grievance Number

GRIEVANCE FORM (21.2)
Delta College Faculty Association

Grievant(s') Name(s): _____

Grievant(s') Email: _____ Grievant(s') Phone: _____

Grievant(s') College Position Title(s): _____

CBA Article(s) Alleged to Be Violated: _____

Date(s) of Alleged Violation: _____

Describe with specificity how the cited Article(s) of the Contract was/were alleged to have been violated (may attach not more than 5 additional pages): _____

Requested Relief: _____

Grievant(s') Signature(s): _____ Date: _____

INFORMAL DISCUSSION
(Associate Dean or Dean)

Request Received by: _____ Date: _____

Date of Informal Discussion: _____

Individuals in Attendance: _____

Associate Dean or Dean Response: _____

Signature of Associate Dean or Dean: _____ Date: _____

Response Received by: _____ Date: _____

STEP ONE
Vice-President of Instruction and Learning Services

Submitted to Step One by: _____ Date: _____

Received by: _____ Date: _____

Date of Step One Meeting: _____

Individuals in Attendance: _____

Vice President Response: _____

Vice President Signature: _____ Date: _____

Response Received by: _____ Date: _____

STEP TWO
President

Submitted to Step Two by: _____ Date: _____

Received by: _____ Date: _____

Date of Step Two Meeting: _____

Individuals in Attendance: _____

President Response: _____

President Signature: _____ Date: _____

Response Received by: _____ Date: _____

STEP THREE
Mediation

Submitted to Mediation by: _____ Date: _____

Mediation Request Received by (College): _____ Date: _____

Mediator: _____ Date of Mediation: _____

Individuals in Attendance: _____

Grievance Resolution: _____

STEP FOUR
Arbitration

Submitted to Arbitration by: _____ Date: _____

Mediation Request Received by (HR): _____ Date: _____

Arbitrator: _____

Arbitration Outcome: _____
