

**TENTATIVE COLLECTIVE BARGAINING AGREEMENT
BETWEEN HENRY FORD COLLEGE
AND
THE HENRY FORD COMMUNITY COLLEGE FEDERATION OF TEACHERS
AMERICAN FEDERATION OF TEACHERS LOCAL 1650**

This Tentative 2023-2026 HFC-Local 1650 Collective Bargaining Agreement (“2023-2026 CBA”) is executed by and between the Henry Ford College (“Employer”) and the Henry Ford Community College Federation of Teachers, American Federation of Teachers – Local 1650 (“Local 1650”), collectively referred to as the “Parties.”

The Parties, through their respective negotiating committees, reached tentative agreement on February 17, 2023, regarding all terms and provisions of a new collective bargaining agreement as set forth below.

1. The terms and Provisions of the 2023-2026 CBA shall be the same as those of the 2020-2023 HFC-Local 1650 Collective Bargaining Agreement except as modified by mutual agreement of the Parties as shown on the attached Tentative Agreement documents for the articles listed below.

Article I	Recognition
Article III	Union-Board Relations
Article IV	Conditions of Employment
Article V	Constitution of Faculty Organization
Article VI	Tenure and Probation
Article VIII	The College Year
Article X	The College Day
Article XI	Teaching Instructional Workload
Article XII	Counseling Workload
Article XIII	Non-Classroom Workload
Article XIV	Eleven-Month Assignments
Article XVIII	Part-Time 1650 Temporary Teachers
Article XIX	Community Service
Article XX	Class Size
Article XXV	Distance Education
Article XXVI	Intellectual Property
Article XXVIII	Professional Improvement
Article XXIX	Performance Evaluation
Article XXX	Extended Leaves of Absence
Article XXXIII	Sick Leave
Article XXXIV	Insurance Benefits
Article XXXVI	Longevity

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Article XL	Salary Schedule Placement – Experience Credit
Article XLI	Salary Schedules
Article XLII	Grievance Procedure
Article XLVI	Matters Contrary to Agreement
Article XLVII	Duration of Contract
New Article	Professional Responsibilities
New Article	Health and Safety

2. The Parties agreed to new language in Article XLVI providing that the 2023 CBA supersedes all statements, letters, or memoranda of agreements between the Parties executed prior to its effective date (“Prior Agreements”) unless extended or re-executed by the Parties. To enable a thorough review of such Prior Agreements, the Parties further agree that both Parties shall have until November 30, 2023, to (1) review Prior Agreements, (2) make proposals to extend or re-execute specific Prior Agreements, and (3) mutually negotiate and agree whether to extend or re-execute any specific Prior Agreements. Each Party may designate up to three (3) appointees to engage in this process. Until November 30, 2023, Prior Agreements will be deemed to remain in effect if they are not in conflict with any later agreements, including the 2023 CBA, unless the Parties have mutually agreed otherwise.

3. In the course of negotiation of the 2023-2026 CBA, the Parties discussed changes to the existing provisions for child care leave (Article XXX). The Parties mutually recognize and agree that changes that enhance existing provisions for child care leave and/or parental leave are desirable. Accordingly, the Parties agree to continue discussions on such benefits, wherein the College commits that it shall consider and evaluate any proposals from the Union that enhance such benefits, with consideration toward equity. The Parties mutually agree to negotiate in good faith on any changes to such benefits proposed by either party, commencing with the effective date of the 2023-2026 CBA. Either party may call for a meeting to negotiate on Child Care/Parental Leave and such meeting shall be scheduled within one week of written notice by either party. The Parties agree that it is desirable to reach agreement by September 1, 2023, provided that the Parties shall not agree to any changes that diminish the existing child care leave provisions in the 2023-2036 CBA.

4. On or after the effective date of this 2023-2026 CBA and prior to June 30, 2023, the College shall make a one-time Special Payment to each eligible teacher equal to 4% of the teacher’s current salary (including longevity and pension supplement). To be eligible for this Special Payment a teacher must be actively employed as of the effective date of this 2023-2026 CBA,

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and the Special Payment for an eligible teacher who works less than the full 2022-2023 academic year shall be prorated accordingly. Special Payments will be distributed on a schedule to be agreed upon by the Parties. This Special Payment shall not constitute an adjustment to the 2022-2023 Salary Schedule nor be added to a teacher's base salary.

- 5. Prior to final publication of this 2023-2026 CBA, the Parties may make minor changes to language as needed to correct spelling errors, grammatical errors, article and/or paragraph numbering, etc., or to clarify ambiguities to reflect the intent of the parties. Any such changes shall be agreed upon by the respective negotiating committee chairs of the Parties.
- 6. Contingent upon ratification by the membership of Local 1650 and approval by the Board of Trustees of Henry Ford College, this 2023-2026 CBA shall be effective on March 1, 2023 and shall continue in full force until August 28, 2026. The 2020-2023 HFC-Local 1650 Collective Bargaining Agreement is terminated upon the effective date of the 2023-2026 CBA.

For Henry Ford College


For Local 1650

 2/17/23
Mark Tade Date
Assistant Director of Employee and
Labor Relations
HFC Negotiating Committee Chair

Eric Rader Date
President, Local 1650
Local 1650 Negotiating Committee Chair

Art I – Tentative Agreement

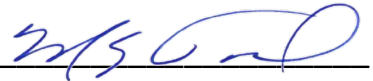
HFC – Local 1650 2023 CBA

For HFC 

For L1650 _____

Current Language	Proposed Language
<p>I. RECOGNITION</p> <p>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 less than ten contact hours); all Department chairpersons, all Counselors, all Librarians, all Career Services Officers, Learning Lab Coordinators, Student Outreach and Support Services Director, 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 part-time teachers of English Composition, an assignment of eight or more contact hours shall constitute membership in the Bargaining Unit. All members of the Bargaining Unit shall hereinafter be referred to as "teachers."</p>	<p>I. RECOGNITION</p> <p>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 less than ten <u>twelve (12) or fewer</u> contact hours); all Department chairpersons, all Counselors, all Librarians, all Career Services Officers, Learning Lab Coordinators, Student Outreach and Support Services Director, <u>Cooperative Education Specialist</u>, 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 part-time teachers of English Composition, an assignment of eight <u>twelve (12)</u> or more contact hours shall constitute membership in the Bargaining Unit. All members of the Bargaining Unit shall hereinafter be referred to as "teachers."</p>

Art III.I – Tentative Agreement

For HFC 

HFC – Local 1650 2023 CBA

For L1650 _____

Current Language	Proposed Language
<p>III. UNION-BOARD RELATIONS</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>III. UNION-BOARD RELATIONS</p> <p>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.</p> <p>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.</p> <p>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.</p>

Art III.I – Tentative Agreement

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For HFC 

For L1650 _____

Current Language	Proposed Language
<p>The College shall submit an invoice for one quarter of the expenditures associated with such redirected time by October 15, January 15, April 15, and July 15 of each year.</p> <p>The HFC-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 HFC-FT President/designee(s) is employed by the College or the Union.</p>	<p>The College shall submit an invoice for one quarter of the expenditures associated with such redirected time by October 15, January 15, April 15, and July 15 of each year. <u>within thirty (30) calendar days following the conclusion of each Fall and Winter Semester and Summer session.</u></p> <p>The HFC-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 HFC-FT President/designee(s) is employed by the College or the Union.</p>

Current Language	Proposed Language
<p>IV. CONDITIONS OF EMPLOYMENT</p> <p>A. Preferred minimal educational requirements for full-time teaching shall be a Master's Degree in subject matter, or its equivalent, directly related to the teaching job being filled. In the filling of a full-time faculty position, a Selection Committee consisting of full-time faculty appointed from within the Department or a Department-wide Selection Committee consisting of all full-time faculty within the Department who wish to serve, shall develop the job description and job posting, subject to the approval of the administration; determine applicants to interview; conduct applicant interviews; and recommend an applicant(s) to the Department or directly to the Administration, as determined by-Department policy; or request a reposting of the position.</p> <p>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 Selection Committee. In the absence of agreement among such Departments on matters such as, but not limited to, the participation of Departments in the Selection 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.</p>	<p>IV. <u>CONDITIONS OF EMPLOYMENT FILLING FULL-TIME FACULTY POSITIONS</u></p> <p>A. Preferred minimal educational requirements for full-time teaching shall be a Master's Degree in subject matter, or its equivalent, directly related to the teaching job being filled. In the filling of a full-time faculty position, a <u>Selection-Search</u> Committee consisting of full-time faculty appointed from within the Department, <u>not to exceed seven (7) members of a Department-wide Selection Committee consisting of all full-time faculty within the Department who wish to serve,</u> shall <u>collaborate with Human Resources and Administration in</u> developing the job description and job posting, subject to the approval of the Administration; determine applicants to interview <u>in consultation with Administration and Human Resources;</u> conduct <u>applicant-candidate</u> interviews; and recommend an applicant(s) to the Department or directly candidates to the Administration, as determined by Department policy; <u>or If the pool of applicants yields insufficient candidates, the Search Committee may</u> request a reposting of the position.</p> <p>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 <u>Selection-Search</u> Committee. In the absence of agreement among such Departments on matters such as, but not limited to, the participation of Departments in the <u>Selection-Search</u> 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.</p>

Art IV.A – Tentative Agreement

For HFC 

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Current Language	Proposed Language
<p>The Selection Committee or the Departments shall forward the recommended applicant(s) to the appropriate Vice-president for the next step in the interview process and, in turn, to the President for the final interview, approval, and submission to the Board of Trustees.</p> <p>In the event that the Vice-president or President not approve a Selection Committee or Department’s recommendation, the Committee or Department shall be informed of the reasons for the non-approval; be afforded the opportunity to meet with the Vice-president and President to discuss their concerns; submit another applicant for their consideration, should that still prove necessary; or request a reposting of the position.</p> <p>It is understood that when part-time or temporary full-time vacancies are filled because of enrollment demands as a semester is beginning, time may not permit providing the teachers within the Department where the vacancy exists the fullest possible involvement in the hiring process. In such instances, the teachers within the Department may, at their option, assess the part-time or temporary full-time hire during the first semester of employment in the manner traditionally used by the teachers in the filling of a vacancy, including the review of application materials, conducting an interview(s), observing teaching performance, and forwarding a recommendation relative to continued employment beyond the initial assignment.</p>	<p>The Selection-Search Committee or the Departments shall forward the recommended applicant(s) <u>candidates</u> to the appropriate Vice-president for the next step in the interview process and, in turn, to the President for the final interview, <u>and/or</u> approval, and submission to the Board of Trustees.</p> <p>In the event that the Vice-president or President <u>does</u> not approve a—of candidates recommended by the Search Committee or Department’s recommendation, the Committee or Department they shall be informed <u>advise the Committee</u> of the reasons resulting in their for the non-approval; be afforded the <u>Committee</u> the opportunity to meet with them <u>with the Vice-president and President</u> to discuss their concerns <u>and refine the search as warranted; and the Committee may</u> submit another applicant <u>additional candidates</u> for their consideration, should that still prove if necessary. <u>If additional suitable qualified candidates are not identified, the College may; or request a</u> reposting of the position.</p> <p>It is understood that when part-time or temporary full-time vacancies are filled because of enrollment demands as a semester is beginning, time may not permit providing the teachers within the Department where the vacancy exists the fullest possible involvement in the hiring process. In such instances, the teachers within the Department may, at their option, assess the part-time or temporary full-time hire during the first semester of employment in the manner traditionally used by the teachers in the filling of a vacancy, including the review of application materials, conducting an interview(s), observing teaching performance, and forwarding a recommendation relative to continued employment beyond the initial assignment.</p>

Current Language	Proposed Language
<p>IV. CONDITIONS OF EMPLOYMENT</p> <p>B. Whenever the number of classes taught during the day by part-time teachers within a Department is equal to or exceeds two (2) full-time positions for three (3) consecutive semesters, the Administration shall honor the request of the Department for additional full-time teachers, up to a number that would reduce the amount of day part-time teaching within the Department to less than that equal to two (2) full-time positions.</p> <p>It is understood by the parties that no more than four (4) teachers may be hired under the terms of this provision in any one (1) contractual year. Should the requests for additional teachers under this provision exceed four (4) in number in any one (1) contractual year, the requests of those Departments having the highest ratio of part-time to full-time teachers shall receive priority under this provision.</p> <p>It is also understood that requests for full-time hires under the terms of this provision shall be honored only in a semester (1) immediately preceded by three consecutive semesters in which tuition/fees and State aid revenues at the College have increased, remained constant, or been limited to a decrease of 1% (0.01) or less, and (2) only to the extent that turn-over savings from full-time teacher retirements/resignations effective with the current College year are sufficient to fund the additional full-time positions.</p> <p>The language in this provision should in no way be construed as to prohibit the hiring of full-time teachers under conditions other than those cited above, and in no way places a limit on</p>	<p>IV. <u>CONDITIONS OF EMPLOYMENT FILLING FULL-TIME FACULTY POSITIONS</u></p> <p><i><u>(Delete all of Section IV.B and replace with language reflecting the following):</u></i></p> <p><u>B.</u> <u>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.</u></p> <p><u>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.</u></p> <p><u>In Fiscal Year 2024 for every three-fourths percent (0.75%) that 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.</u></p> <p><u>In Fiscal Year 2025 for every three-fourths percent (0.75%) that 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.</u></p> <p><u>In Fiscal Year 2026 for every three-fourths percent (0.75%) that state aid increases above a 2% increase, one teacher will be added to the minimum staffing calculation. The number</u></p>

Art IV.B-C – Tentative Agreement


For HFC 

HFC – Local 1650 2023 CBA

For L1650 _____

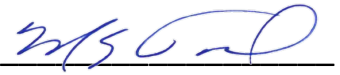
Current Language	Proposed Language
<p>the total number of teachers the College may hire in a particular year.</p>	<p><u>of three-fourths percentages shall be rounded to the nearest whole number.</u></p> <p><u>The changes in teachers from FY 2024-2026 are cumulative and shall remain in effect in subsequent years absent a change to the Agreement.</u></p> <p><u>Example of calculation:</u> <u>Suppose the total credits over the previous two years were 430,000, and 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% or 1.67 (1.25%/0.75%) three-fourths percentages. 1.67 rounds to 2, which is added to the formula result (179 + 2), yielding 181 teachers. The 2 added teachers would be cumulative to the formula calculation in future years.</u></p>

Art IV.B-C – Tentative Agreement
HFC – Local 1650 2023 CBA

For HFC 
For L1650 _____

Current Language	Proposed Language
<p>C. Effective with 2021-22 Contractual year and thereafter, the minimum full-time teachers staffing levels shall be:</p> <p>2021-22 Contractual Year. The College shall hire a sufficient number of faculty for the Fall Semester to bring the minimum number of full-time faculty to 176 for the remainder of the contractual year. The parties may agree to hire such faculty effective with the Winter Semester (May 1 Hire Date, Report Date Fall).</p> <p>2022-23 Contractual Year. The College shall hire by May 1, 2022, with a Fall 2022 Semester reporting date, a sufficient number of faculty to bring the minimum number of full-time faculty to 183 for the remainder of the contractual year.</p> <p>2023-24 Contractual Year. The College shall hire by May 1, 2023, with a Fall 2023 Semester reporting date, a sufficient number of faculty to bring the minimum number of full-time faculty to 190 for the remainder of the contractual year.</p> <p>2023-24 Contractual Year. The College shall hire by May 1, 2024, with a Fall 2024 Semester reporting date, a sufficient number of faculty to maintain the minimum number of full-time faculty at 190.</p> <p>Effective with the Fall 2024 Semester and thereafter, the minimum staffing level of full-time faculty each contractual year shall be the greater of 190 or the number determined by the indexing calculations in the following paragraph, but no less than 190.</p> <p>By March 1 of each year, the College shall total the contact hours generated by the College in the most current two fiscal</p>	<p><u>(Delete all of Section IV.C)</u></p>

Art IV.B-C – Tentative Agreement
HFC – Local 1650 2023 CBA

For HFC 
For L1650 _____

Current Language	Proposed Language
<p>years using the Summer Session, Fall, and Winter Semesters. (Spring will be excluded in the indexing calculation). The College shall divide this by the number of contact hours generated in the Summer Session, Fall, and Winter Semesters of the 2021-2022, and 2022-23 fiscal years and multiply that quotient by 190. The product shall be rounded to the nearest whole number. The noted two years in this paragraph will be used to set the index for calculating full-time teachers, in addition to the minimum number of 190 full-time for future years, unless the parties agree otherwise.</p> <p>Should the index identify full-time faculty numbers over the 190 minimum number, the first position identified through the indexing will be a Counseling position.</p> <p>If the minimum staffing level as produced by this index decreases, all other provisions of the contract shall still apply, including, but not limited to, the Tenure and Seniority provisions of the contract.</p> <p>However, the minimum number of full-time faculty shall fall no lower than 190, and 190 minimum full-time faculty shall continue to be such in future years, unless the parties agree otherwise.</p> <p>In the event a full-time faculty member leaves the College immediately prior to or during a semester, reducing the number of full-time faculty below the minimum then in effect, the Administration shall make a good faith effort to replace that faculty position with a temporary full-time faculty member. If possible, the temporary full-time position shall be filled by current adjunct faculty. The parties acknowledge that,</p>	

Art IV.B-C – Tentative Agreement

For HFC 

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Current Language	Proposed Language
<p>in most cases, adjunct faculty should be available to fill the vacated position.</p> <p>Should replacement of the full-time faculty who depart during a semester not be feasible, the Union agrees that the contractually required minimum number of faculty shall be waived by the number of departures for the duration of that semester only and that the contractually required minimum number of full-time faculty shall be filled for the following semester.</p> <p>Full-time faculty teaching the third and fourth years of four-year degree programs, as may be hired by the College, shall be considered members of the HFCC-FT Bargaining Unit and covered by the terms of the HFCC-FT contract, unless the parties agree otherwise, and such positions shall be considered as additions to the contract's full-time minimum staffing level.</p>	

Art IV.D-E – Tentative Agreement

For HFC

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HFC – Local 1650 2023 CBA

For L1650

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Current Language	Proposed Language
<p>IV. CONDITIONS OF EMPLOYMENT</p> <p>D. When a teacher speaks or writes as a citizen, the teacher shall be free from administrative and institutional censorship and discipline. However, the responsibility for clarifying the communicator's position resides with the teacher, and a statement to the effect that the teacher speaks as an individual, a citizen, and not on behalf of the institution, should be included in this communication.</p> <p>Each teacher is entitled to freedom of discussion within the classroom on all matters which are relevant to the subject under study and within the teacher's area of professional competence. The presence of any communications device during the meeting of a class shall be subject to the teacher's permission or the requirements of legislation regarding protected privacy.</p> <p>E. 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.</p>	<p>IV. [New Article] OTHER CONDITIONS OF EMPLOYMENT</p> <p>D. When a teacher speaks or writes as a citizen, the teacher shall be free from administrative and institutional censorship and discipline. However, the responsibility for clarifying the communicator's position resides with the teacher, and a statement to the effect that the teacher speaks as an individual, a citizen, and not on behalf of the institution, should be included in this communication.</p> <p>Each teacher is entitled to freedom of discussion within the classroom on all matters which are relevant to the subject under study and within the teacher's area of professional competence. The presence of any communications device during the meeting of a class shall be subject to the teacher's permission or the requirements of legislation regarding protected privacy.</p> <p>E. 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.</p>

Art V – Tentative Agreement

For HFC [Signature]

HFC – Local 1650 2023 CBA

For L1650 [Signature]

Current Language	Proposed Language
<p>V. CONSTITUTION FOR THE FACULTY ORGANIZATION</p> <p>The provisions of the Constitution for the Faculty Organization of Henry Ford College are incorporated into the HFCC-FT, AFT 1650 Collective Bargaining Agreement by reference and are subject to the provisions of the 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 shall be made without the mutual agreement of the parties to the HFCC-FT Collective Bargaining Agreement and that grievances arising from changes or amendments to the Constitution, without mutual agreement of the Union and College, shall be subject to 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.</p>	<p>V. CONSTITUTION FOR THE FACULTY ORGANIZATION</p> <p>The <u>Parties recognize provisions of</u> the Constitution for the Faculty Organization of Henry Ford College, <u>insofar as it describes rights and obligations of the Parties, as a binding agreement under the terms of this are incorporated into the HFCC FT, AFT 1650 Collective Bargaining Agreement. As such, its provisions are enforceable by either Party under by reference and are subject to</u> the provisions of <u>the this a</u>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 <u>that affect the Parties or terms and conditions of employment for HFCC FT, AFT 1650 members</u> shall be made without the mutual agreement of the <u>pParties to the HFCC-FT Collective Bargaining Agreement</u> and that grievances arising from <u>such</u> changes or amendments to the Constitution, without mutual agreement of the Union and College, shall be subject to <u>the</u> 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.</p>

Art VI – Tentative Agreement

For HFC 

HFC – Local 1650 2023 CBA

For L1650 _____

Current Language	Proposed Language
<p>VI. TENURE AND PROBATION</p> <p>A. Definitions</p> <ol style="list-style-type: none">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.	<p>VI. TENURE AND PROBATION</p> <p>A. Definitions</p> <ol style="list-style-type: none">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.

Art VI – Tentative Agreement

For HFC 

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<p>VI. TENURE AND PROBATION</p> <p>B. Probationary Period</p> <p>1. Each teacher, upon being hired full-time at the College, shall serve a four (4) year period of probation.</p> <p>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.</p>	<p>VI. TENURE AND PROBATION</p> <p>B. Probationary Period</p> <p>1. Each teacher, upon being hired full-time at the College, shall serve a four (4) year period of probation.</p> <p>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.</p>

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<p>2. At least three (3) and preferably four (4) classroom observations per year, or their equivalent for probationary teachers not engaged in classroom activities, shall be made by the appropriate administrator, unless extraordinary circumstances prevail, in which case the Administration may waive such requirements. Any teacher on probation may request an observation. When a Teacher Evaluation Form is submitted, the probationary teacher may write any comments the teacher feels are appropriate. The teacher's written comments shall be attached to the Teacher Evaluation Form. Prior to the writing of a report, 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.</p> <p>A Department shall establish a Probationary Teacher Mentor Committee consisting of tenured teachers from within of 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.</p>	<p>2. <u>Administration shall conduct A</u>at least three (3) and preferably four (4) classroom observations per year, or their equivalent for probationary teachers not engaged in classroom activities, <u>during the first two (2) years of probation shall be made by the appropriate administrator and shall conduct at least one (1) classroom observation in each of the Fall and Winter semesters during the final two (2) years of probation,</u> unless extraordinary circumstances prevail, in which case the Administration may waive such requirements. Any teacher on probation may request an observation. <u>Administration may also conduct Performance Evaluations of probationary teachers, on a timeline established by Human Resources, during each employee's term of probation.</u> When a <u>classroom observation form or Teacher-Performance Evaluation F</u>form is submitted, the probationary teacher may <u>write-submit</u> any <u>written</u> comments the teacher feels are appropriate, <u>and T</u>the teacher's written comments shall be attached to the <u>Teacher Evaluation F</u>form. <u>Prior to the writing of a report</u>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.</p> <p>A Department shall establish a Probationary Teacher Mentor Committee consisting of tenured teachers from within of 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</p>

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	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.

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<p>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. 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.</p> <p>4. No probationary teacher shall be extended rights and/or privileges not granted a tenured teacher.</p> <p>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.</p>	<p>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, <u>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 performance.</u> 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.</p> <p>4. No probationary teacher shall be extended rights and/or privileges not granted a tenured teacher.</p> <p>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.</p>

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<p>VI. TENURE AND PROBATION</p> <p>C. Tenure</p> <ol style="list-style-type: none"> 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. Any tenured P-12 teacher from the Dearborn School District who is hired at the College and any instructional employee who has been employed as an administrator or in a combination of teaching/administrative positions at HFC for four (4) full College years, who subsequently becomes a teacher, shall be considered a tenured teacher under the terms of this Article. 3. No teacher on tenure shall be discharged, demoted or otherwise terminated from employment with the Board of Trustees without compliance with the provisions D, E, and F of this Article. 4. Action brought against a teacher under provisions D, E, and F of this Article shall not be subject to review through the Grievance Procedure. 	<p>VI. TENURE AND PROBATION</p> <p>C. Tenure</p> <ol style="list-style-type: none"> 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. Any tenured P-12 teacher from the Dearborn School District who is hired at the College and any instructional employee who has been employed as an administrator or in a combination of teaching/administrative positions at HFC for four (4) full College years, who subsequently becomes a teacher, shall be considered a tenured teacher under the terms of this Article. 32. No teacher on tenure shall be discharged, demoted or otherwise terminated from employment with the Board of Trustees without compliance with the provisions D, E, and F of this Article. 43. Action brought against a teacher under provisions D, E, and F of this Article shall not be subject to review through the Grievance Procedure <u>except as expressly provided in those provisions.</u>

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<p>VI. TENURE AND PROBATION</p> <p>D. Severance of a Tenured Teacher</p> <ol style="list-style-type: none"> 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. 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, at its next scheduled public meeting, 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. 	<p>VI. TENURE AND PROBATION</p> <p>D. Severance of a Tenured Teacher</p> <ol style="list-style-type: none"> 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, <u>except in cases of violation of law or other gross misconduct not related to instructional performance.</u> 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, at its next scheduled public meeting, 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.

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<p>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 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.</p> <p>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.</p> <p>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.</p>	<p>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, <u>mutually agreed upon by the Parties</u>, 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.</p> <p>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.</p> <p>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.</p>

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<p>5. Testimony at the hearing shall be on oath or affirmation. The proceedings at such hearing shall be transcribed by a certified court reporter, and the expense of such proceedings shall be borne by the Board of Trustees. A transcript of the proceedings, certified complete and correct, shall be provided the affected teacher, at Board expense, within ten (10) days after the conclusion of the hearing.</p> <p>6. 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.</p> <p>E. Appeal</p> <p>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.</p>	<p>5. Testimony at the hearing shall be on oath or affirmation. The proceedings at such hearing shall be transcribed by a certified court reporter, and the expense of such proceedings shall be borne by the Board of Trustees. A transcript of the proceedings, certified complete and correct, shall be provided the affected teacher, at Board expense, within ten (10) days after the conclusion of the hearing.</p> <p>6. <u>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.</u></p> <p>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.</p> <p>E. Appeal</p> <p>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.</p>

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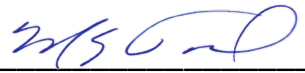
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<p>2. Such arbitrator shall receive and review the transcript of proceedings before the Board of Trustees, and the arbitrator shall receive and review citations of error as may be submitted by the affected teacher. The arbitrator shall receive and 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.</p>	<p>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.</p>

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<p>F. Suspension</p> <p>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.</p> <p>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.</p>	<p>F. Suspension</p> <p>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.</p> <p>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.</p> <p><u>G. Conformance of Law</u></p> <p><u>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.</u></p>

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<p>G. Abandonment of Duties</p> <p>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.</p>	<p>GH. Abandonment of Duties</p> <p>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 <u>unless the teacher fails to respond to the certified letter within seven (7) calendar days.</u></p>

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<p>VIII. THE COLLEGE YEAR</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>D. A Spring seven and one-half (7.5) week Session and a Summer seven and one-half (7.5) week Session shall be scheduled in addition to the College Year, but any alteration in these calendars or their length shall be subject to consultation and agreement with the Union.</p> <p>E. The final examination period shall normally be considered the last scheduled day of classes in a Spring or Summer Session.</p>	<p>VIII. THE COLLEGE YEAR</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>D. A Spring seven and one-half (7.5) week Session and a Summer seven and one-half (7.5) week Sessions shall be scheduled in addition to the College Year, but any alteration in these calendars or with their length shall be subject to consultation and agreement with the Union.</p> <p>E. The final examination period shall normally be considered the last scheduled day of classes in a Spring or Summer Session.</p>

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<p>X. THE COLLEGE DAY</p> <p>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 continually involved.</p> <p>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.</p> <p>B. In order to foster teacher participation in the shared governance structure of the College 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.).</p>	<p>X. THE COLLEGE DAY</p> <p>A. The College Day shall include such scheduled class sessions as the individual workload 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 continually involved.</p> <p>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.</p> <p>B. In order to To foster teacher participation in the shared governance structure of the College, <u>minimize interference with instructional and non-instructional job responsibilities</u>, 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</p>

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<p>Exceptions to this Article shall 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 Departmental and College governance structure responsibilities, and (2) there is no conflict of interest between the activity and the teacher’s employment at the College.</p> <p>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.</p> <p>Any exception to the above shall occur only by agreement between the Union and the Administration.</p>	<p>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.), <u>with the following exceptions:</u></p> <ol style="list-style-type: none"> <u>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.</u> <u>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.</u> <p>Exceptions to this Article shall <u>the provisions above may</u> 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 Departmental and <u>College governance structure</u> responsibilities, and (2) there is no conflict of interest between the activity and the teacher’s employment at the College.</p> <p>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.</p>

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

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<p>XI. TEACHING WORKLOAD</p> <p>A. The full-time teaching load shall be considered to consist of fifteen (15) contact hours per week. Twelve (12) contact hours per week shall be considered to be the workload for full-time teachers who teach three (3) or more composition classes (English 088, 091, 092, 093, 131, 132, 135, 139).</p> <p>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.</p> <p>C. The teaching load shall also include two (2) announced, posted, and scheduled conference hours, 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.</p> <p>D. In addition to the twenty-five (25) hours of scheduled class and conference hours (15+10), and non-scheduled fifteen (15) hours of preparation and follow-up (15+10+15), College teachers shall be available for such official Faculty Organization, College Organization, and Departmental meetings as may be scheduled.</p>	<p>XI. TEACHING <u>INSTRUCTIONAL</u> WORKLOAD</p> <p>A. The full-time teaching <u>instructional workload</u> shall be considered to consist of fifteen (15) contact hours per week. Twelve (12) contact hours per week shall be considered to be the <u>instructional workload</u> for full-time teachers who teach three (3) or more composition classes (English 088, 091, 092, 093, 131, 132, 135, 139).</p> <p>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.</p> <p>C. The teaching <u>instructional workload</u> shall also include <u>a minimum of two (2) one (1)</u> announced, posted, and scheduled conference hours, 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.</p> <p>D. In addition to the twenty-five (25) hours of scheduled class and conference hours (15+10), and non-scheduled fifteen (15) hours of preparation and follow-up (15+10+15) <u>instructional workload</u>, College teachers shall be available for such official Faculty Organization, College Organization, and Departmental meetings as may be scheduled.</p>

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<p>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.</p> <p>F. Extra-contractual compensation shall be paid for any contact hours in excess of an annual thirty (30) contact hour contractual load.</p> <p>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.</p> <p>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.</p> <p>I. The Administration shall schedule the contractual assignments of full-time faculty prior to scheduling class assignments for other individuals.</p>	<p>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.</p> <p>F. Extra-contractual compensation shall be paid for any contact hours in excess of an annual thirty (30) contact hour contractual load.</p> <p>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.</p> <p>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.</p> <p>I. The Administration shall schedule the contractual assignments of full-time faculty prior to scheduling class assignments for other individuals.</p>

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<p>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.</p> <p>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.</p> <p>L. Teachers serving on College, Department, or Program accreditation committees may use up to five (5) conference hours per semester for such accreditation responsibilities.</p> <p>M. Involuntary assignments to non HFC campus sites shall be made to qualified teachers through inverse seniority.</p> <p>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.</p>	<p>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.</p> <p>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.</p> <p>L. Teachers serving on College, Department, or Program accreditation committees may use up to five (5) conference hours per semester for such accreditation responsibilities.</p> <p>M. Involuntary assignments to non HFC campus sites shall be made to qualified teachers through inverse seniority.</p> <p>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.</p>

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<p>O. A Course Scheduling Audit Committee, consisting of equal representation from the Union and Administration, shall be established to review annually 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.</p>	<p>O. A Course Scheduling Audit Committee, consisting of equal representation from the Union and Administration, shall be established <u>and meet as needed</u> to review annually 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. <u>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.</u></p>

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<p>XII. COUNSELING WORKLOAD</p> <p>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.</p> <p>B. In addition to the thirty (30) hours of student contact and five (5) hours of preparation/follow-up (30+5), Counselors shall be available for such official Faculty Organization, committee, and Departmental meetings as may be scheduled.</p>	<p>XII. COUNSELING WORKLOAD</p> <p>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.</p> <p>B. In addition to the thirty (30) hours of student contact and five (5) hours of preparation/follow-up (30+5), Counselors’ <u>normal workload</u> shall <u>include engagement in other professional responsibilities and be availableavailability</u> for such official Faculty Organization, committee, and Departmental meetings as may be scheduled.</p>

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<p>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.</p>	<p>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.</p>

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Current Language	Proposed Language
<p>XIII. NON-CLASSROOM WORKLOAD</p> <p>A. The normal workload for Librarians and teachers, other than Counselors, performing non-teaching responsibilities exclusively shall be thirty-five (35) hours per week.</p> <p>B. In addition to their thirty-five (35) hour workload, Librarians and teachers, other than Counselors, performing non-teaching responsibilities exclusively shall be available for such official Faculty Organization, committee, and Departmental meetings as may be scheduled.</p> <p>C. The Cooperative Education Specialist workload shall have as its goal the rendering of Cooperative Education services to one hundred and twenty (120) students during a regular semester. Should the Cooperative Education Specialist(s) not meet these goals over a period of three consecutive semesters, other responsibilities may be assigned as a portion of their workload by the President or designee, subject to the concurrence of the Union.</p>	<p>XIII. NON-CLASSROOM WORKLOAD</p> <p>A.—The normal workload for Librarians and teachers, other than Counselors, performing non-teaching responsibilities exclusively shall be thirty-five (35) hours per week. B.—In addition to their thirty-five (35) hour <u>normal</u> workload, Librarians and teachers, other than Counselors, performing non-teaching responsibilities exclusively shall <u>engage in other professional responsibilities and</u> be available for such official Faculty Organization, committee, and Departmental meetings as may be scheduled.</p> <p>C.—The Cooperative Education Specialist workload shall have as its goal the rendering of Cooperative Education services to one hundred and twenty (120) students during a regular semester. Should the Cooperative Education Specialist(s) not meet these goals over a period of three consecutive semesters, other responsibilities may be assigned as a portion of their workload by the President or designee, subject to the concurrence of the Union.</p>

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Current Language	Proposed Language
<p>XIV. ELEVEN-MONTH ASSIGNMENTS</p> <p>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:</p> <p>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:</p> <ul style="list-style-type: none">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).	<p>XIV. ELEVEN-MONTH ASSIGNMENTS</p> <p>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:</p> <p>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:</p> <ul style="list-style-type: none">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).

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<p>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).</p>	<p>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).</p>
<p>G. These 8 or 10 weeks of employment shall take place within the Spring Session or the Summer Session. These 8 or 10 weeks of employment may also take place within both Sessions, subject to the mutual agreement of the faculty member and administration.</p>	<p>G. These 8 or 10 weeks of employment shall take place within the Spring Session or the Summer Session. These 8 or 10 weeks of employment may also take place within both Sessions, subject to the mutual agreement of the faculty member and administration.</p>
<p>H. All contract provisions and benefits of the Collective Bargaining Agreement shall apply to 11-month and 12-month positions.</p>	<p>H. All contract provisions and benefits of the Collective Bargaining Agreement shall apply to 11-month and 12-month positions.</p>
<p>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 Selection Committee and with a minimum of two-thirds faculty on the Selection Committee.</p>	<p>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 Selection Search Committee and with a minimum of two-thirds faculty on the Selection Search Committee.</p>
<p>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.</p>	<p>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.</p>
<p>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</p>	<p>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</p>

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Current Language	Proposed Language
minimum qualifications, if such becomes available subsequent to their being assigned or accepting an 11-month or 12-month contract.	minimum qualifications, if such becomes available subsequent to their being assigned or accepting an 11-month or 12-month contract.

Art XVIII – Tentative Agreement

For HFC *MB*

HFC – Local 1650 2023 CBA

For L1650 *Eric Baden*

Current Language	Proposed Language
<p>XVIII. PART-TIME 1650 TEMPORARY TEACHERS</p> <p>A. All 1650 part-time faculty who have non-teaching assignments of more than 10 but fewer than 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.</p> <p>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.</p> <p>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.</p>	<p>XVIII. PART-TIME 1650 TEMPORARY TEACHERS</p> <p>A. All 1650 part-time faculty who have non-teaching assignments of more than 10 <u>twelve (12)</u> but fewer than <u>fifteen (15)</u> 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.</p> <p>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.</p> <p>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.</p>

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For HFC MSO
For L1650 Eric Baker

Current Language	Proposed Language
<p>XIX. COMMUNITY SERVICE</p> <p>All full-time teachers shall demonstrate a commitment to community service by one of the following means:</p> <ul style="list-style-type: none">A. Ongoing membership and participation in a nonsectarian, nonpartisan, nonprofit community service organization within Wayne County.B. Ten (10) or more hours of community service per year to any nonsectarian, nonpartisan, nonprofit community organization(s) serving Wayne County.C. Ten (10) or more hours of other community service per year, as pre-approved by the College and the Union.	<p><u>Delete Article</u></p>

Art XX – Tentative Agreement

HFC – Local 1650 2023 CBA

For HFC 
For L1650 Eric Bader

Current Language	Proposed Language
<p>XX. CLASS SIZE</p> <p>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.</p> <p>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.</p>	<p>XX. CLASS SIZE</p> <p>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.</p> <p>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.</p> <p><u>B.C. Exceptions to the provisions above may be made with approval of the affected teacher and concurrence of the Union.</u></p>

Current Language	Proposed Language
<p>XXV. DISTANCE EDUCATION</p> <p>A. Definition</p> <p>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.</p> <p>B. Course/Program Integrity</p> <ol style="list-style-type: none"> 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. 	<p>XXV. DISTANCE EDUCATION</p> <p>A. Definition</p> <p>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.</p> <p>B. Course/Program Integrity</p> <ol style="list-style-type: none"> 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.

Current Language	Proposed Language
<p>4. A teacher shall not be required to teach a course by means of Distance Education.</p> <p>5. Teachers desiring to teach a Distance Education course shall be afforded the opportunity 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).</p> <p>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.</p> <p>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.</p>	<p>4. A teacher shall not be required to teach a course by means of Distance Education.</p> <p>5.4. <u>Teachers desiring Assignment</u> to teach a Distance Education course shall be afforded the opportunity 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).</p> <p>6.5. <u>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.</u></p> <p>7.6. 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.</p> <p>8.7. 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.</p>

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<p>8. The College agrees not to rebroadcast any Distance Education course or instructional material, which may have been developed with that capacity, three (3) years subsequent to the completion of its development, without written approval of the teacher(s) who developed the course/material.</p> <p>9. Evaluation of instruction in a Distance Education course shall be in accordance with instructional evaluation provisions agreed to by the Union and College.</p> <p>C. Compensation</p> <p>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.</p> <p>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.</p>	<p>8. The College agrees not to rebroadcast any Distance Education course or instructional material, which may have been developed with that capacity, three (3) years subsequent to the completion of its development, without written approval of the teacher(s) who developed the course/material.</p> <p><u>97.</u> Evaluation of instruction in a Distance Education course shall be in accordance with instructional evaluation provisions agreed to by the Union and College.</p> <p>C. Compensation</p> <p>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.</p> <p>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.</p>

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Current Language	Proposed Language
<p>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.</p> <p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p> <p>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.</p>

Current Language	Proposed Language
<p>D. Class Size</p> <ol style="list-style-type: none"> 1. 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. 2. The class size for a Distance Education 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. 	<p>D. Class Size</p> <ol style="list-style-type: none"> 1.—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 <u>unless otherwise agreed by the Parties.</u> 2.—The class size for a Distance Education 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.

Art XXVI – Tentative Agreement

For HFC MSO

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For L1650 Eric Auler

Current Language	Proposed Language
<p>XXVI. INTELLECTUAL PROPERTY</p> <p>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.</p> <p>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.</p> <p>B. Any materials developed to teach, support, and/or deliver Distance Education instruction by a teacher shall remain the property of the teacher, provided the teacher does not receive, in the development of the materials, substantive assistance from College technical support personnel in the course of their employment at the College. If such assistance is provided by College technical support personnel in the course of their employment at the College, the teacher and the College, or their designees, shall negotiate a mutually satisfactory agreement addressing ownership of such materials and any proceeds which may derive therefrom.</p>	<p>XXVI. INTELLECTUAL PROPERTY</p> <p>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.</p> <p>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.</p> <p>B. Any materials developed to teach, support, and/or deliver Distance Education instruction by a teacher shall remain the property of the teacher, provided the teacher does not receive, in the development of the materials, substantive assistance from College technical support personnel in the course of their employment at the College. If such assistance is provided by College technical support personnel in the course of their employment at the College, the teacher and the College, or their designees, shall negotiate a mutually satisfactory agreement addressing ownership of such materials and any proceeds which may derive therefrom.</p>

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For HFC _____

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Current Language	Proposed Language
<p>XXVI. INTELLECTUAL PROPERTY</p> <p>C. 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.</p> <p>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.</p>	<p>XXVI. INTELLECTUAL PROPERTY</p> <p>CB. 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.</p> <p>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.</p>

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For HFC *[Signature]*
For L1650 *Eric Boder*

Current Language	Proposed Language
<p>XXVIII. PROFESSIONAL IMPROVEMENT</p> <p>C. Tuition Reimbursement</p> <p>The Board shall appropriate a sum equal to 0.2 of 1% (0.002) of the current budgeted payroll of full-time teachers to reimburse for course work which meets one of the following conditions:</p> <ol style="list-style-type: none">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	<p>XXVIII. PROFESSIONAL IMPROVEMENT</p> <p>C. Tuition Reimbursement</p> <p>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:</p> <ol style="list-style-type: none">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

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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 \$6,000 per year or up to \$7,000 per year, depending upon the fund balance in that particular year's Professional Improvement Fund with a lifetime maximum of \$25,000. 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.

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 ~~\$6,000~~ \$8,000 per year or up to ~~\$7,000~~ \$10,000 per year, depending upon the fund balance in that particular year's Professional Improvement Fund with a lifetime maximum of ~~\$25,000~~ \$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.

~~Teachers who have reached a previous lifetime maximum may seek additional reimbursement due to increased lifetime maximums provided the reimbursement is for tuition expenses incurred within the current, or prior three (3) calendar years.~~

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.

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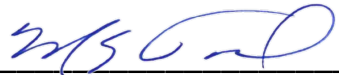
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For HFC 
 For L1650 Eric Baker

Current Language	Proposed Language
<p>XXVIII. PROFESSIONAL IMPROVEMENT</p> <p>F. HFC Tuition The practice of providing HFC tuition waivers to full-time teachers, their spouses, and dependent children for credit courses shall continue. Tuition waivers shall not be provided for continuing education units (CEU's) and other non-credit courses offered at the College.</p>	<p>XXVIII. PROFESSIONAL IMPROVEMENT</p> <p>F. HFC Tuition The practice of providing HFC tuition waivers to full-time teachers, their spouses, and dependent children for credit courses shall continue. Tuition waivers shall not be provided for continuing education units (CEU's) and other non-credit courses offered at the College.</p> <p><u>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:</u></p> <ol style="list-style-type: none"> <u>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.</u> <u>2. The tuition and fee grant may be used once per course per person.</u>

Current Language	Proposed Language
<p>XXIX. PERFORMANCE EVALUATION</p> <p>A. Faculty Evaluation</p> <p>1. A Student Evaluation of Faculty form shall be distributed to all students in each class, laboratory, and clinical assignment, during the Fall and Winter Semesters. A Student Evaluation of Faculty 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.</p> <p>a. Student Evaluation of Faculty 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.</p> <p>b. Student Evaluation of Faculty 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</p>	<p>XXIX. PERFORMANCE EVALUATION</p> <p>A. Faculty Evaluation</p> <p>1. A Student Evaluation of Faculty<u>Feedback</u> form shall be distributed to all students in each class, laboratory, and clinical assignment, during the Fall and Winter Semesters. A Student Evaluation of Faculty<u>Feedback</u> 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.</p> <p>a. Student Evaluation of Faculty<u>Feedback</u> 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.</p> <p>b. Student Evaluation of Faculty<u>Feedback</u> 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</p>

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Current Language	Proposed Language
<p>XXIX. PERFORMANCE EVALUATION</p> <p>of the Probationary Teacher Mentor Committee, at the option of the Department. Upon request of the College Administration, members of a Department Peer Mentor Committee may assume responsibility for annual evaluation of Bargaining Unit part-time faculty on a non-teaching, extra-contractual compensation basis.</p> <p>An Associate Dean may, upon written request, review a probationary teacher’s Student Evaluation of Instruction forms, which will remain in the Union’s possession, for the purposes of performance evaluation. It is understood that the Student Evaluation of Instruction is but one of many components that may form the basis of evaluation of a probationary teacher and the granting of tenure.</p>	<p>XXIX. PERFORMANCE EVALUATION</p> <p>responsibilities of the Probationary Teacher Mentor Committee, at the option of the Department. Upon request of the College Administration, members of a Department Peer Mentor Committee may assume responsibility for annual evaluation of Bargaining Unit part-time faculty on a non-teaching, extra-contractual compensation basis.</p> <p>An Associate Dean may, upon written request, review a <u>A</u> probationary teacher’s Student Evaluation of Instruction<u>Feedback</u> forms, which will remain in the Union’s possession, <u>may be reviewed by a Dean or Associate Dean</u> for the purposes of performance evaluation. It is understood that the Student Evaluation of Instruction–Feedback is but one of many components that may form the basis of evaluation of a probationary teacher and the granting of tenure.</p>

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Current Language	Proposed Language
<p>XXIX. PERFORMANCE EVALUATION</p> <p>c. The Student Evaluation of Faculty forms shall be coded by the Union so as to provide anonymity to the teacher.</p> <p>d. The Department Peer Mentor Committee shall review the Student Evaluation forms and identify those which merit possible peer intervention, and return them to the Union. Only when a Peer Mentor Committee has determined, over the course of two consecutive semesters, that the completed forms of a particular teacher merit possible intervention shall the Committee be informed of the identity of the teacher in question.</p> <p>e. The Federation shall provide each teacher with a tabulation of the results of the teacher’s Student Evaluation of Faculty forms, copies of student comments appearing on the forms, and concerns that may be noted by the Peer Mentor Committee.</p> <p>f. Should a Department fail to establish a Peer Mentor Committee or should the committee fail to function in accordance with this Article, as determined by the Federation and College Administration, the College Administration shall annually observe and evaluate the performance of teachers in that Department.</p>	<p>XXIX. PERFORMANCE EVALUATION</p> <p>c. The Student Evaluation of Faculty<u>Feedback</u> forms shall be coded by the Union so as to provide anonymity to the teacher.</p> <p>d. The Department Peer Mentor Committee shall review the Student Evaluation<u>Feedback</u> forms and identify those which merit possible peer intervention, and return them to the Union. Only when a Peer Mentor Committee has determined, over the course of two consecutive semesters, that the completed forms of a particular teacher merit possible intervention shall the Committee be informed of the identity of the teacher in question.</p> <p>e. The Federation shall provide each teacher with a tabulation of the results of the teacher’s Student Evaluation of Faculty<u>Feedback</u> forms, copies of student comments appearing on the forms, and concerns that may be noted by the Peer Mentor Committee.</p> <p>f. Should a Department fail to establish a<u>Peer Mentor Committee</u> or should the committee fail to function in accordance with this Article, as determined by the Federation and College Administration, the College Administration shall<u>may</u> annually observe and evaluate the performance of teachers in that Department.</p>

Current Language	Proposed Language
<p>XXIX. PERFORMANCE EVALUATION</p> <p>2. A Faculty Self-evaluation form shall be completed biennially by each teacher.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>XXIX. PERFORMANCE EVALUATION</p> <p>2. A Faculty Self-evaluation form shall be completed biennially by each teacher.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

Current Language	Proposed Language
<p>XXIX. PERFORMANCE EVALUATION</p> <p>B. Peer Mentoring Intervention</p> <p>1. Peer Mentor intervention shall be undertaken by a Department Peer Mentor Committee based upon performance concerns arising from: (a) Student Evaluation of Faculty 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 teacher; review, when possible, of the academic standing of respondents to the Student Evaluation of Faculty forms; and Committee observation of the teacher’s performance.</p> <p>2. Peer Intervention Process</p> <p>a. Peer intervention based upon Student Evaluation of Teacher forms shall be considered only after a Peer Mentor Committee has noted performance concerns for two consecutive semesters.</p>	<p>XXIX. PERFORMANCE EVALUATION</p> <p>B. Peer Mentoring Intervention</p> <p>1. Peer Mentor intervention shall be undertaken by a Department Peer Mentor Committee based upon performance concerns arising from: (a) Student Evaluation of Faculty<u>Feedback</u> 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 <u>the</u> teacher; review, when possible, of the academic standing of respondents to the Student Evaluation of<u>FacultyFeedback</u> forms; and Committee observation of the teacher’s performance.</p> <p>2. Peer Intervention Process</p> <p>a. Peer intervention based upon Student Evaluation of Teacher forms shall be considered only after a Peer Mentor Committee has noted performance concerns for two consecutive semesters.</p>

Current Language	Proposed Language
<p>XXIX. PERFORMANCE EVALUATION</p> <p>2. Peer Intervention Process</p> <p>b. 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.</p> <p>c. The Peer Mentor Committee shall develop methods of evaluating the success of intervention strategies.</p> <p>d. 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.</p> <p>e. 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.</p>	<p>XXIX. PERFORMANCE EVALUATION</p> <p>2. Peer Intervention Process</p> <p>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.</p> <p>b. The Peer Mentor Committee shall develop methods of evaluating the success of intervention strategies.</p> <p>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.</p> <p>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.</p>

Current Language	Proposed Language
<p>XXIX. PERFORMANCE EVALUATION</p> <p>2. Peer Intervention Process</p> <p>f. 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.</p> <p>g. 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.</p>	<p>XXIX. PERFORMANCE EVALUATION</p> <p>2. Peer Intervention Process</p> <p>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.</p> <p>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.</p>

Current Language	Proposed Language
<p>XXIX. PERFORMANCE EVALUATION</p> <p>C. Peer Mentoring Confidentiality</p> <ol style="list-style-type: none"> 1. Completed Student Evaluation of Faculty forms and summaries of data therefrom shall be the sole property of the Union. The Union shall share Student Evaluation of Faculty 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. 	<p>XXIX. PERFORMANCE EVALUATION</p> <p>C. Peer Mentoring Confidentiality</p> <ol style="list-style-type: none"> 1. Completed Student Evaluation of Faculty<u>Feedback</u> forms and summaries of data therefrom shall be the sole property of the Union. The Union shall share Student Evaluation of Faculty<u>Feedback</u> 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.

Current Language	Proposed Language
<p>XXIX. PERFORMANCE EVALUATION</p> <p>C. Peer Mentoring Confidentiality</p> <p>5. Members of Peer Mentor Committees may participate in due process proceedings only following written permission of the teacher.</p> <p>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.</p> <p>D. Termination of Program</p> <p>Either party may elect to terminate the Annual Performance Evaluation Program cited above by providing thirty (30) days written notice to the other party of its intent to do so.</p>	<p>XXIX. PERFORMANCE EVALUATION</p> <p>C. Peer Mentoring Confidentiality</p> <p>5. Members of Peer Mentor Committees may participate in due process proceedings only following written permission of the teacher.</p> <p>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.</p> <p>E. Termination of Program</p> <p>Either party may elect to terminate the Annual Performance Evaluation Program cited above by providing thirty (30) days written notice to the other party of its intent to do so.</p>

Current Language	Proposed Language
<p>XXX. EXTENDED LEAVES OF ABSENCE</p> <p>A. Professional Leaves</p> <p>3. Sabbatical Leave</p> <p>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.</p> <p>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.</p> <p>c. Not more than 2% (0.02) of the teachers at the College shall be granted Sabbatical Leave in any one (1) year.</p> <p>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.</p> <p>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)</p>	<p>XXX. EXTENDED LEAVES OF ABSENCE</p> <p>A. Professional Leaves</p> <p>3. Sabbatical Leave</p> <p>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.</p> <p>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.</p> <p>c. Not more than 2% (0.02) of the teachers at the College shall be granted Sabbatical Leave in any one (1) year.</p> <p>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.</p> <p>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)</p>

Current Language	Proposed Language
<p>semesters. It is understood that this provision is subject to the letter of agreement regarding transfer of 5% (0.05) of extra-contractual monies. 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.</p> <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> (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, (3) Reasonable and equitable distribution of applicants among 	<p>semesters. It is understood that this provision is subject to the letter of agreement regarding transfer of 5% (0.05) of extra-contractual monies. 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.</p> <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> (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, (3) Reasonable and equitable distribution of applicants among

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Eric Roden

Current Language	Proposed Language
<p>the Departments of the College.</p> <p>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.</p> <p>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.</p> <p>h. Upon returning from Sabbatical Leave, a teacher shall provide the Office of Human Resources with a written report detailing what was accomplished.</p> <p>i. A teacher who does not return to the College for a period of at least two (2) years after completing Sabbatical Leave shall reimburse the Board for all monies received from it during such leave.</p>	<p>the Departments of the College.</p> <p>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.</p> <p>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.</p> <p>h. Upon returning from Sabbatical Leave, a teacher shall provide the Office of Human Resources with a written report detailing what was accomplished.</p> <p>i. <u>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).</u>A teacher who does not return to the College for a period of at least two (2) years after completing Sabbatical Leave shall reimburse the Board for all monies received from it during such leave.</p> <p>j. <u>A teacher who does not return to the College for the period specified in XXX.A.3.i after completing Sabbatical Leave shall reimburse the Board for all monies received from it during such leave. Should the teacher return for a portion of the required</u></p>

Art XXX.A.3 – Tentative Agreement For HFC 2/15/2023
HFC – Local 1650 2023 CBA For L1650 Eric Fader

Current Language	Proposed Language
	period, the reimbursement payment will be reduced proportionately.

Art XXX.B.4 – Tentative Agreement

For HFC



HFC – Local 1650 2023 CBA

For L1650

Current Language	Proposed Language
<p>XXX. EXTENDED LEAVES OF ABSENCE</p> <p>B. Personal Leaves</p> <p>4. Child Care Leave</p>	<p>XXX. EXTENDED LEAVES OF ABSENCE</p> <p>B. Personal Leaves</p> <p>4. Child Care Leave</p> <p><i>[No proposed changes to current language. Add the following language to the overall TA agreement]</i></p> <p>“In the course of negotiation of the 2023-2026 CBA, the Parties discussed changes to the existing provisions for child care leave. The Parties mutually recognize and agree that changes that enhance existing provisions for child care leave and/or parental leave are desirable. Accordingly, the Parties agree to continue discussions on such benefits, wherein the College commits that it shall consider and evaluate any proposals from the Union that enhance such benefits, with consideration toward equity. The Parties mutually agree to negotiate in good faith on any changes to such benefits proposed by either party, commencing with the effective date of the 2023-2026 CBA. Either party may call for a meeting to negotiate on Child Care/Parental Leave and such meeting shall be scheduled within one week of written notice by either party. The Parties agree that it is desirable to reach agreement by September 1, 2023, provided that the Parties shall not agree to any changes that diminish the existing child care leave provisions in the 2023-2036 CBA.”</p>

Current Language	Proposed Language
<p>XXXIII. SICK LEAVE</p> <p>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 five (5) consecutive working days shall have and, upon request, present to the immediate supervisor, before returning to work, a certification from a physician authorizing return to work.</p> <p>C. Sick days used for the care of members of the immediate family and/or bereavement of deceased members of the immediate family shall be limited to ten (10) working days per contractual year.</p> <p>The immediate family shall be construed to include spouse, children, father, mother, brother, sister, grandparents, aunt, uncle, close relative-in-law, or close associate.</p>	<p>XXXIII. SICK LEAVE</p> <p>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 five <u>four (54)</u> consecutive working days shall have and, upon request, present to the immediate supervisor <u>Human Resources</u>, before returning to work, a certification from a physician <u>medical provider</u> authorizing return to work. <u>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.</u></p> <p>C. Sick days used for the care of members of the immediate family and/or bereavement of deceased members of the immediate family shall be limited to ten (10) working days per contractual year.</p> <p>The immediate family shall be construed to include spouse, children, father, mother, brother, sister, grandparents, aunt, uncle, close relative-in-law, or close associate.</p> <p>[Adjust paragraph numbering due to deletion of C. above]</p> <p>[New Subparagraph]</p> <p><u>E. In addition to the provisions above, a teacher may be required to submit FMLA certification documents for any qualifying absences.</u></p>

Art XXXIV – Tentative Agreement

For HFC

[Handwritten Signature]

HFC – Local 1650 2023 CBA


For L1650

[Handwritten Signature]

Current Language	Proposed Language
<p>XXXIV. INSURANCE BENEFITS</p> <p>B. Hospital-Surgical-Medical Benefits</p> <p>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.)</p> <p>PPO and HMO hospital-medical-surgical and prescription drug coverages shall subject to revision only upon the mutual agreement of the College and Union.</p> <p>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.</p> <p>All benefits and eligibility for benefits shall be subject to the provisions of the insurance policy coverage of an approved HMO or PPO plan.</p>	<p>XXXIV. INSURANCE BENEFITS</p> <p>B. Hospital-Surgical-Medical Benefits</p> <p>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.)</p> <p><u>Unless hospital-surgical-medical coverage is provided as part of a College-wide group insurance plan</u>, PPO and HMO hospital-medical-surgical and prescription drug coverages shall <u>be</u> subject to revision only upon the mutual agreement of the College and Union.</p> <p>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.</p> <p>All benefits and eligibility for benefits shall be subject to the provisions of the insurance policy coverage of an approved HMO or PPO plan.</p>

Art XXXIV – Tentative Agreement

HFC – Local 1650 2023 CBA

For HFC 
For L1650 Eric Podes

Current Language	Proposed Language
<p>H. Flexible Spending Account</p> <p>Teachers shall have the option of participating in a Flexible Spending Account (FSA) through payroll deduction. A teacher must enroll in the FSA program by December 1 of the year preceding the calendar year in which the teacher intends to participate. Application forms are available through the Office of Human Resources.</p>	<p>H. Flexible Spending Account</p> <p>Teachers shall have the option of participating in a Flexible Spending Account (FSA) <u>and/or a Health Savings Account (HSA) program</u> through payroll deduction <u>as permitted under IRS regulations</u>. A teacher must enroll in the FSA <u>and/or HSA</u> program <u>by December 1 of</u> <u>during the designated enrollment period in</u> the year preceding the calendar year in which the teacher intends to participate. Application forms are available through the Office of Human Resources.</p>

Current Language	Proposed Language
<p>XXXVI. LONGEVITY</p> <p>Teachers hired prior to January 1, 2012, shall be eligible for longevity compensation, which shall be calculated as follows: beginning with the tenth (10) year of service and capped at forty (40) years of service, teachers shall be paid, as part of their contractual salary, 0.9945 of a day's pay, based upon the current Master's maximum salary.</p>	<p>XXXVI. <u>LONGEVITY-EQUITY FUND</u></p> <p>Teachers hired prior to January 1, 2012, shall be eligible for longevity compensation, which shall be calculated as follows: beginning with the tenth (10) year of service and capped at forty (40) years of service, teachers shall be paid, as part of their contractual salary, 0.9945 of a day's pay, based upon the current Master's maximum salary.</p> <p><u>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.</u></p> <p><u>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, 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.</u></p> <p><u>Teachers hired on or after January 1, 2012, shall, beginning in their tenth (10th) year of service, receive \$800 annually as part of their salary. For each year of service past the tenth (10th) year of service the teacher shall receive another \$800 annually. For instance, a teacher beginning their thirteenth (13th) year of service shall receive \$3200 from the Equity Fund as part of their annual salary.</u></p>

Art XXXVI – Tentative Agreement

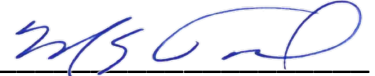
For HFC 

HFC – Local 1650 2023 CBA

For L1650 _____

Current Language	Proposed Language
	<p><u>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.</u></p> <p><u>[Modify references to “Longevity Fund” or “longevity” throughout the CBA to refer to the Equity Fund.]</u></p>

Art XL.A-C – Tentative Agreement

For HFC 

HFC – Local 1650 2023 CBA

For L1650 _____

Current Language	Proposed Language
<p>XL. SALARY SCHEDULE PLACEMENT – EXPERIENCE CREDIT</p> <p>A. New teachers employed at the College by the Board shall be given credit for all relevant full-time teaching experience up to five (5) years. Teachers coming to the College from within the District shall be given credit for all relevant full-time teaching experience credited in the District.</p> <p>Relevant full-time administrative experience at the College shall be credited the same as full-time teaching experience at the College for placement on the salary schedule.</p> <p>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.</p> <p>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.</p> <p>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) up to a maximum of five (5) years of work experience.</p>	<p>XL. SALARY SCHEDULE PLACEMENT – EXPERIENCE CREDIT</p> <p>A. New teachers employed at the College by the Board shall be given credit for all relevant full-time teaching experience up to five (5) years. Teachers coming to the College from within the District shall be given credit for all relevant full-time teaching experience credited in the District.</p> <p>Relevant full-time administrative experience at the College shall be credited the same as full-time teaching experience at the College for placement on the salary schedule.</p> <p>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.</p> <p>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.</p> <p>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) up to a maximum of five (5) years of work experience.</p>

Art XLI – Tentative Agreement

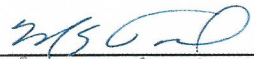
For HFC 

HFC – Local 1650 2023 CBA

For L1650 _____

Current Language	Proposed Language
<p>XLI. SALARY SCHEDULES</p> <p>The Board shall, beginning 9-1-76 and thereafter, pay the retirement for teachers.</p> <p>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.</p> <p>Salary Schedule for Contractual Years 2020-2021, 2021-2022, 2022-2023</p> <p>[Salary Schedule Omitted]</p>	<p>XLI. SALARY SCHEDULES</p> <p>The Board shall, beginning 9-1-76 and thereafter, pay the retirement for teachers.</p> <p>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.</p> <p>Salary Schedule for Contractual Years 2020-2021, 2021-2022, 2022-2023 <u>Salary Schedule for Contractual Years 2023-2024, 2024-2025, 2025-2026</u></p> <p><u>Salary Schedule will be based upon the 2020-2023 Collective Bargaining Agreement, increased as follows:</u></p> <p><u>Academic Year 2023-2024: 5.0% adjustment to schedules</u> <u>Academic Year 2024-2025: 3.5% adjustment to schedules</u> <u>Academic Year 2025-2026: 4.5% adjustment to schedules</u></p> <p><u>[In addition to the Salary Schedule Adjustments described above, a provision will be included in the final Settlement Agreement for a one-time Special Payment to each teacher during the remainder of the 2022-2023 academic year equal to 4% of the teacher's current salary (including longevity and pension supplement). Such payment will be made on a schedule to be agreed upon by the Parties. This Special Payment shall not constitute an adjustment to the 2022-2023 Salary Schedule nor be added to a teacher's base salary.]</u></p>


Art XLII – Tentative Agreement

For HFC 
 For L1650 Eric Boden

HFC – Local 1650 2023 CBA

Current Language	Proposed Language
<p>C. Grievance Procedure Process</p> <p>1. Preliminary Stage</p> <p>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.</p> <p>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. It is understood that such meetings prior to the formal stages of the grievance procedure shall not count toward timeline requiring the Union to file a formal grievance within twenty-three (23) working days of the discovery of the grievance. 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.</p>	<p>C. Grievance Procedure Process</p> <p>1. Preliminary Stage</p> <p>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.</p> <p>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. <u>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.</u> It is understood that such meetings prior to the formal stages of the grievance procedure shall not count toward 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 <u>must be mutually agreed upon by the Parties.</u> 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.</p> <p><u>[Add the following provision to Art XLII-B. Statement of Basic Principals]</u></p> <p><u>B.11.</u> <u>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).</u></p>

Art XLII.D – Tentative Agreement


For HFC 

HFC – Local 1650 2023 CBA

For L1650 _____

Current Language	Proposed Language
<p>D. Matters Not Subject to Binding Arbitration</p> <p>Notwithstanding any of the foregoing provisions, the parties expressly agree as follows:</p> <ol style="list-style-type: none">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.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.	<p>D. Matters Not Subject to Binding Arbitration</p> <p>Notwithstanding any of the foregoing provisions, the parties expressly agree as follows:</p> <ol style="list-style-type: none">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 <u>shall not be subject to review through the Grievance Procedure but shall be handled in accordance with Article VI.D., E., F.</u>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.

Art XLVI – Tentative Agreement
HFC – Local 1650 2023 CBA

For HFC 
For L1650 _____

Current Language	Proposed Language
<p>XLVI. MATTERS CONTRARY TO AGREEMENT</p> <p>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. 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.</p>	<p>XLVI. MATTERS CONTRARY TO AGREEMENT</p> <p>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, <u>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.</u> 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.</p>

In addition to the language change shown above, the parties shall include the following language within the final Tentative Agreement:

“The Parties agreed to new language in Article XLVI providing that the 2023 CBA supersedes all statements, letters, or memoranda of agreements between the Parties executed prior to its effective date (“Prior Agreements”) unless extended or re-executed by the Parties. To enable a thorough review of such Prior Agreements, the Parties further agree that both Parties shall have until November 30, 2023, to (1) review Prior Agreements, (2) make proposals to extend or re-execute specific Prior Agreements, and (3) mutually negotiate and agree whether to extend or re-execute any specific Prior Agreements. Each Party may designate up to three (3) appointees to engage in this process. Until November 30, 2023, Prior Agreements will be deemed to remain in effect if they are not in conflict with any later agreements, including the 2023 CBA, unless the Parties have mutually agreed otherwise.”

Art XLVII – Tentative Agreement

For HFC 

HFC – Local 1650 2023 CBA

For L1650 _____

Current Language	Proposed Language
<p>XLVII. DURATION OF CONTRACT</p> <p>This Agreement shall be effective on August 25, 2020, and shall continue in full force and effect until August 21, 2023. At any time subsequent to February 1, 2023, 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 the 2020-2021, 2021-2022, 2022-2023 HFC Board of Trustees and HFCC-FT contract, it is understood and agreed that the attached calendars shall be the official College calendars for 2020-2021, 2021-2022, 2022-2023.</p>	<p>XLVII. DURATION OF CONTRACT</p> <p>This Agreement shall be effective on August 25 <u>March 1, 2020</u>2023, and shall continue in full force and effect until August 21<u>28</u>, 2023<u>2026</u>. At any time subsequent to February 1, 2023<u>2026</u>, 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 the 2020-2021, 2021-2022, 2022-2023 HFC Board of Trustees and HFCC-FT contract <u>this Agreement</u>, it is understood and agreed that the attached calendars <u>in Exhibit A</u> shall be the official College calendars for <u>each College year during the term of this Agreement</u>. <u>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.</u>2020-2021, 2021-2022, 2022-2023.</p> <p><u>[EXHIBIT A – HENRY FORD COMMUNITY COLLEGE GENERAL COLLEGE CALENDAR to be included in published CBA.]</u></p>

**New Article: Professional Responsibilities
Tentative Agreement**

For HFC 


HFC – Local 1650 2023 CBA

For L1650 _____

Current Language	Proposed Language
N/A	<p>###. PROFESSIONAL RESPONSIBILITIES</p> <p>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.</p> <p>A. Professional responsibilities of all bargaining unit members include:</p> <ol style="list-style-type: none">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.

**New Article: Professional Responsibilities
Tentative Agreement**

For HFC



HFC – Local 1650 2023 CBA

For L1650

Current Language	Proposed Language
	<p>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.</p> <p>B. Professional responsibilities of teaching faculty also include:</p> <ol style="list-style-type: none">1. Meeting courses and office hours as scheduled;2. Developing courses and curriculum;3. Coordinating courses and programs;4. Updating instructional materials. <p>C. Professional responsibilities of non-teaching academic professionals also include:</p> <ol style="list-style-type: none">1. Working scheduled hours;2. Keeping abreast of current practices in their field that support student success.

Current Language	Proposed Language
N/A	<p>###. HEALTH AND SAFETY</p> <ol style="list-style-type: none">1. Employee safety is a primary concern of the Board and the Union.2. Policies regarding health, safety, and working conditions will be applied equitably to all members of the Bargaining Unit.3. The Board will assure compliance with all federal, state, and local statutes pertaining to health, safety, and the environment.4. 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.5. 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.6. 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.