

AGREEMENT BETWEEN

HENRY FORD COLLEGE

and the

HENRY FORD COMMUNITY COLLEGE

ADJUNCT FACULTY ORGANIZATION

AFT LOCAL 337, AFL-CIO

August 24, 2017 – August 26, 2021

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PREAMBLE

This Agreement is entered into on this day of September 11, 2017, by the Board of Trustees of Henry Ford College, hereinafter referred to as “the College” and the Adjunct Faculty Organization, AFT Local 337, AFL-CIO, hereinafter referred to as “the Union,” for the period beginning September 11, 2017, ending August 19, 2021.

The purpose of the Agreement is to establish the terms and conditions of employment for the Employees covered. It is the intent and purpose of the parties that this Agreement provides for harmonious and constructive employment relations between the College and valued Employees. The parties recognize that good faith collective bargaining is a means of achieving this purpose and that such collaboration will contribute to the instructional interests of Henry Ford College.

It is expressly understood and agreed by the parties that this Preamble does not establish any rights for any party, is not subject to the grievance or arbitration procedures of the Agreement, and may not be relied on in support of a grievance or other action.

Article I RECOGNITION

The College recognizes the Union as the sole collective bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the bargaining unit defined below:

A. Included Employees:

- 1.** All Henry Ford College non-casual part-time instructional staff teaching credit-awarding courses, as well as all non-casual part-time:
 - a.** English Language Institute instructional staff;
 - b.** Librarians;
 - c.** Counselors;
 - d.** Learning Lab instructional staff;
 - e.** Cooperative Education Specialists;
 - f.** Job Placement Officers;
 - g.** Advisors;
 - h.** Clinical Lab Professional – Nursing

B. Excluded Employees:

1. Instructional and non-instructional full-time faculty and full-time staff;
2. Employees, including but not limited to part-time faculty, who are members of any other collective bargaining unit at the College;
3. Part-time instructional staff not referenced in the inclusion language above who are providing non-credit instruction or teaching non-credit courses;
4. Instructional staff employed through Corporate Training or M-TEC to provide noncredit training or professional development;
5. Supervisory, administrative, support, and paraprofessional employees;
6. Laboratory and other technicians;
7. Learning Lab technicians and other non-instructional staff assigned to the Learning Lab;
8. Assisted Learning Services interpreters, tutors, consultants, and Program Coordinators;
9. Clerical, maintenance, custodial, security, and substitute employees;
10. Casual employees defined as:
 - a. Guest instructors with tenure or tenure-track status at another institution of higher education, or on leave/release assignment from a regular position with another employer, teaching credit-awarding courses or supplementing such courses on a temporary basis of up to one (1) year;
 - b. Part-time instructors funded by non-ongoing grants of up to two (2) years duration which are primarily dedicated to the development of curriculum and/or improvement of pedagogy;
 - c. Counselors, Librarians, Cooperative Education Specialists, and Job Placement Officers whose occasional service is no more than twenty (20) work days in a Fall or Winter semester and no more than ten (10) work days in a Spring or Summer term; and
11. All other employees.

Article II UNION SECURITY

A. Union Dues Deductions

1. The Board shall adopt one (1) month's current uniform and periodic Henry Ford Community College Adjunct Faculty Organization's dues from the pay of each bargaining unit member who voluntarily executes and delivers to the Board a form authorizing such

deductions. The Union shall notify the Board of the dues as a percentage of pay amount, in writing, and any changes thereto shall be implemented by the end of the month following its receipt of the notice.

2. Payroll deductions shall be made only from the base of the bargaining unit member's pay on each pay date, provided, the initial deduction for any bargaining unit member shall not begin unless both (1) voluntary authorization for deduction of union dues and (2) the certification of the union's financial officer as to the percentage amount of the periodic union dues has been delivered to the Office of Human Resources at least fifteen (15) calendar days prior to the last pay date of the calendar month in which the change is to become effective.
3. Membership in, and paying dues to, the Union is voluntary is not a condition of employment. Further, notwithstanding any provision of this Agreement or any other document, a bargaining unit member may revoke any dues deduction authorization previously made, as well as his or her Union membership at any time by written notification to the AFO and the Office of Human Resources. Dues deductions shall terminate when a revocation has been delivered to the Office of Human Resources by the end of the following calendar month.
4. All sums deducted by the Board shall be monthly remitted to the financial officer of the Union by the 15th day of the month following the month in which the deductions are made, together with a list of names in the amounts deducted for each bargaining unit member for whom deductions were made.
5. The Board shall not be liable to the Union by reason of this article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the bargaining unit member. Without limiting the below indemnification provision, the Union also shall indemnify and save the Board harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this article, or in reliance on any list, notice, certification, or authorization furnished under this article.

B. Indemnification Against Loss

The Union will, at its own expense, defend (at the College's discretion with an attorney of the College's choosing) and indemnify the College, its officers, Board Members, employees and agents, against any and all claims, demands, lawsuits, or other forms of liability, including any costs and attorney's fees, which may arise out of any act or omission by the College which relates to or which was for the purpose of complying with the provisions of this Article.

Article III
BOARD-UNION RELATIONS

- A.** The Board shall make available to the Union, upon its reasonable request and within a reasonable time thereafter, such statistics and financial information related to Henry Ford College and in possession of the Board as are necessary for negotiation and implementation of collective bargaining agreements. It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested when not already compiled in that form unless mutually agreeable.
- B.** The Union shall be furnished a copy of the agenda of each regular meeting of the Board with all normal attachments including the minutes of past meetings. The Union shall be entitled to appear on the Board agenda provided that a written notification is submitted to the President's Office on or before the Tuesday prior to a regularly scheduled meeting. Lacking a written notification to appear on the agenda of the Board of Trustees, the Union shall be entitled to speak on issues affecting Henry Ford College at the Board of Trustees' meetings at such times during the meeting as are provided in the agenda or at any other time agreeable to the Board.
- C.** Adjunct representation on any committee appointed by the Board and dealing with matters within the jurisdiction of the Bargaining Unit, other than committees formed by agreements between the Faculty and the Administration pursuant to the provisions of the Constitution for the Faculty Organization of Henry Ford College, shall be appointed by the Union.
- D.** Upon request, the President of Henry Ford College shall meet personally with the President of the HFCC Adjunct Faculty Organization, or vice versa, to discuss matters relating to the implementation of this agreement or to emphasize the significance to the College and/or the Union of any problems that may be under consideration at any level.
- E.** The Union may schedule meetings on campus. Requests for such space shall be made through standard College procedures.
- F.** The Union may contract for College services, duplicating, printing, audio-visual, photographic, and computer and food services and other such services as may be contracted for by other College organizations.
- G.** The Union shall have the right to post notices in every department that has bargaining unit members. The Union shall also have the right to post notices in mutually agreed to public places on the main campus and satellite campuses.
- H.** The Union shall be afforded reasonable use of College campus mail services.

- I. Union representatives may use College email and telephones, if available, for Union business.
- J. Meetings related to contract administration shall be scheduled at mutually agreed upon times.
- K. The Employer will provide to the Union, at no cost to the Union, monthly membership reports which coincide with payroll dates, throughout the semester. The report shall include the following data elements in an electronic format (if available): Employee name, ID number, step, lane, per contact hour compensation, or per hour compensation if non-teaching assignment, primary position, College email address, home address, and home telephone number, if available, credit hours and contact hours taught in the current semester. The monthly updated and final report will flag any changes in status in comparison to the previous report.

Article IV
BOARD OF TRUSTEES' RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States and any right not specifically limited by this Agreement.

Article V
NON-DISCRIMINATION

- A. The Union agrees to maintain its eligibility to represent all Employees by continuing to admit persons to membership without discrimination and to represent all Employees equally, regardless of membership in any employee organization.
- B. The Board agrees to continue its policy of not discriminating against any Employee on the basis of age, race, color, religion, national origin, marital status, pregnancy, sex/gender, gender identity, gender expression, gender transitioning, sexual orientation, political affiliation or belief, weight, height, disability, familial status, veteran status, genetics, or any other protected status or membership in, participation in, or association with the activities of any employee organization or any other status protected by law.
- C. The Union and the Board of Trustees support the Equal Educational and Employment Opportunities and Non-Discrimination policy.

Article VI
WORKING CONDITIONS

A. Personnel Records

An Employee will be permitted to review his or her “personnel records” as permitted by law. The Employee must make such a request in writing to the Director of Human Resources, who will arrange for the review. A representative of the Union may, at the Employee’s request, accompany the Employee while he or she reviews his or her personnel file.

B. Letter of Assignment

Each semester that an Employee is teaching, the Employees will be provided with a Letter of Assignment, either in hard copy or electronically, which specifies the classes and sections assigned to the Employee.

C. Textbooks

Except in courses/sections where texts are mandated, an Employee will have the right to select a text of his or her own choosing subject to the approval of the Associate Dean or designee. In courses/sections in which texts are mandated, Employees may express their thoughts or make suggestions as to the texts to be used. The College or department will make arrangements for Employees to be able to obtain texts when provided free of charge by the publisher. Any instructional materials that the Associate Dean or designee requires to be used in teaching a course or that are required of students taking the course will be made available at no cost to the Employee.

D. Office Space and Access

The College or department will provide a desk or work surface for an Employee as necessary for the fulfillment of the Employee’s work obligations. An Employee’s department or unit shall make arrangements for the Employee’s access to that space and to the building containing it. The Associate Dean or designee will determine the need for space and access in conformity with College resources. The College will continue to review space and access issues, and the feasibility of providing dedicated space to Employees, consistent with its determination of College needs.

E. Supplies and Equipment

The Associate Dean will determine the need for use and access to supplies and equipment. Supplies and use of duplicating, collating, and other office machinery (e.g., photocopier, computer, etc.) shall be made available without charge to an Employee to the extent required

by his or her employment obligations. Network computer access will be made available without charge for purposes directly related to the Employee's employment obligations.

F. Classroom Facilities and Support

Classrooms will be assigned in the normal manner for the College and classroom support, including technical support, will be provided.

G. Mailboxes

Each department or unit shall make available a convenient receptacle at a designated location for Employees to receive College business correspondence.

H. Library Privileges

Employees who are teaching in a given semester will be afforded borrowing privileges afforded other teaching faculty. Employees who are laid-off or who are not teaching during a given semester or Spring/Summer will be given guest borrowing privileges. Employees shall have inter-library loan privileges in accordance with normal library procedures through the circulation desk. They may also request materials needed for their courses be placed on reserve for the term. Employees will need to request these privileges from the circulation desk attendant in accordance with normal library procedures. Employees may submit a request for library acquisitions through the normal procedures in the department and/or College.

I. Disruptive and Violent Students

College policies regarding disruptive and violent students will be rigorously enforced.

Article VII

ADJUNCT RESPONSIBILITIES

A. The following is an illustrative list of teaching responsibilities of Employees of the College:

1. Uphold the best scholarly and ethical standards of his or her discipline.
2. Make a reasonable effort to participate in professional development activities in order to identify and implement effective teaching strategies that foster student learning.
3. Make a reasonable effort to foster honest academic conduct and ensure that his or her evaluations of students reflect each student's performance.
4. Demonstrate respect for students as individuals and foster a respectful atmosphere in the classroom or an online learning environment.

5. Treat all students with respect and fairness without regard to race, color, religion, national origin, sex, age, weight, height, marital status, familial status, protected disability, sexual orientation, political affiliation or belief or any other status protected by law.
6. Demonstrate mastery of course material, come to class prepared to teach the day's lesson (including preparing all handouts, exams or other materials before the start of class), and present the material conscientiously.
7. Teach course(s) in accordance with the description in the Course Master and in accordance with Department and/or standardized course policies. It is recognized that the methods, procedures, and interpretations of various instructors may differ.
8. Make himself or herself available for student consultations and provide guidance to students to promote student learning and success.
9. Meet all scheduled classes and final examinations as scheduled.
10. Grade and return written work to students in a timely manner. Maintain appropriate records of students' attendance, intermediate, and final grades; submit required reports to the appropriate office by the scheduled deadlines.
11. Develop and distribute an effective course syllabus, following the guidelines of College policies and incorporating required elements of the course master; adhere to the written syllabus throughout the semester, within reasonable limits; participate in the College course and program evaluation process.
12. Be informed of the College's support services for students and recommend their use, when advisable.
13. Make every reasonable effort to attend scheduled staff meetings.
14. Behave appropriately in dealing with students and staff so as to maintain a scholarly and professional atmosphere.
15. Notify the academic administrator as per policy as soon as possible if unable to meet scheduled class session.

Article VIII
ACADEMIC FREEDOM

- A.** When an Employee speaks, or writes as a citizen, the Employee shall be free from administrative and institutional censorship and discipline. However, the responsibility for clarifying the communicator's position resides with the Employee, and a statement to the effect that the adjunct speaks as an individual, a citizen, and not on behalf of the institution, must be included in this communication.
- B.** Each Employee is entitled to freedom of discussion within the classroom on all matters which are relevant to the subject under study and within the Employee's area of professional competence. The presence of any communications device during the meeting of a class shall be subject to the Employee's permission or the requirements of legislation providing for people with disabilities.

Article IX
CONFLICT OF COMMITMENT

The College may not seek to limit the employment of its Employees outside of Henry Ford College. Employees must, however, carry out their Henry Ford College duties at the times and places specified by the College.

Article X
INTELLECTUAL PROPERTY

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

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

- B.** Any materials developed to teach, support, and/or deliver Distance Education instruction by an Employee shall remain the property of the Employee, provided the Employee does not receive, in the development of the materials, 1) substantive assistance from College technical

support personnel in the course of their employment at the College or 2) compensation from the College for the development of said course/instructional materials.

If there is substantive assistance from the College, or, if the Employee is compensated for developing said course materials, beyond the distance education instructional training or normal compensation for teaching an online course, the materials shall become the property of the College.

- C. Any product of a physical, intellectual, and/or artistic nature, which may be produced in the course of an Employee's service at the College, and any proceeds deriving there from, shall remain the property of the Employee, 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 materials shall become the property of the College.
- D. It is understood that any materials produced in coursework undertaken by an Employee, works of a scholarly nature produced by an Employee, and materials generated by an Employee in support of the Employee's lesson plans are the property of the Employee, regardless of the degree of support provided by the College.

Article XI RECRUITMENT

Henry Ford College is a higher educational institution dedicated to teaching and learning of the highest quality. In order to accomplish this goal, the College seeks to employ part-time adjunct teaching faculty who possess a variety of skills, talent, and expertise which best serves our students. In the assessment of part-time adjunct faculty official teaching credentials, the College will consider those attributes and qualifications which serve our students best, in accordance with the Higher Learning Commission's (HLC) academic hiring requirements.

- A. All persons considered qualified and available for part-time adjunct teaching faculty assignments shall have their official credentials on file in the Office of Human Resources prior to the start of the semester in which the Employee is assigned to teach. Failure to provide copies of required official credentials shall result in disqualification from further assignment until such time as the proper documentation is received. Further assignment shall not occur until the semester after such documentation is received.
- B. The College and the Union will notify Employees who do not have an official transcript on file with the Office of Human Resources. Employees who do not have an official transcript, or copy of their transcript, on file with Office of Human Resources will be compensated at the

“less than masters” lane of the salary schedule until the payday after the official transcript is received.

Article XII POSTING

If an Employee is interested in part-time teaching in another division/department, he or she must complete an on-line application in the applicant tracking system.

Article XIII ADJUNCT STATUS

A. Employees shall be employed by the College when the need for such service exists. When such a need exists, the course(s) or function(s) will be assigned by the appropriate administrator as provided herein. Qualifications for persons so employed shall meet minimum competencies, as established by the College, for teaching the course(s) or performing the function for which the need exists.

B. Probationary Period

1. The responsible Associate Dean/Director or administrator shall determine whether an applicant/Employee is qualified for the position, discipline and specific course available.
2. An Employee’s status shall be probationary until the employee has completed a minimum of eight (8) semesters or three (3) years. Whichever is longer.
3. If the Employee has a non-teaching assignment or is paid on a clock hour basis, the probationary period will continue until eight (8) semesters or three (3) years, whichever is longer, and a minimum of 800 hours have been completed.
4. For purposes of this provision there shall be three (3) semesters to the academic year: Fall, Winter, and Spring/Summer semester.
5. After the probationary period has ended, an Employee shall be referred to as a Senior Adjunct (SA).
6. The eight (8) semesters of probation must be served within the same Division of the College. To qualify as a SA in two (2) different Divisions, the Employee must complete the requirements listed in B.2. and B.3. above in each Division.

C. Seniority

Preference for employment shall be given to Employees based upon the following conditions:

1. The Office of Human Resources will maintain a posted list that ranks Senior Adjuncts and Probationary Adjuncts according to total service points. Each list will include all qualified personnel by instructional discipline or job classification. The lists will be updated each semester and session and will be made available upon request of a faculty member.
2. The current seniority lists will be eliminated and replaced with a new and revised seniority list. Under the new lists, teaching Employees will be given one seniority service point for each “weekly contact hour” they have taught since (and including) the Spring/Summer, 2003 semester. A “weekly contact hour” is roughly equivalent to a credit hour, but there are courses that involve more weekly contact hours than credit hours. For Employment prior to the Spring/Summer, 2003 semester, and presuming no break in seniority, the Employee will be given ten (10) seniority service points credit for each semester in which he or she taught at least one three-credit hour course. As throughout this Agreement, spring and summer will count as a single semester. The actual date of hire on record will be adjusted to January 1, May 1 and August 1 of the year of hire to reflect the start of the appropriate semester that employment began. The lists for Employees in non-teaching positions will be constructed in a similar manner. Advisors, Counselors, Librarians, Job Placement Officers and other non-teaching Employees will be given credit for one seniority service for each 33 hours worked since the Spring/Summer, 2003 semester and ten (10) points per semester prior to that time.
3. In the event an Employee teaches in more than one (1) discipline, points awarded in one (1) discipline shall not be used for placement on the seniority list in any other discipline.
4. An Adjunct teaching at the College who has earned seniority points in more than one discipline shall lose the seniority points in a discipline in which he hasn’t taught for five (5) years.
5. For purposes of establishing placement on a list, represented Librarians, Counselors, Advisors, Clinical Lab Professionals-Nursing and other Employees not teaching courses, every 33 hours of employment at the College shall count as one (1) service point. In the event that a qualified retired full-time Employee returns to the College as an Adjunct, he or she shall have seniority calculated for all qualified employment prior to retirement using the same formula as any other AFO member and shall be subject to all other stipulations, restrictions, rights and privileges in this Agreement.
6. For purposes of this section, it is understood that the Clinical Lab Professional-Nursing is deemed to be a separate discipline.

- D. An Employee who has either refused work, or has not been offered any work, shall remain on the appropriate list for three (3) years from the date that he or she last earned service points. An AFO retiree who returns to the College shall retain his or her place on the appropriate list(s).

Article XIV

TEMPORARY, PART-TIME AND TEMPORARY, FULL-TIME

- A. Employees who become temporary, part-time or temporary, full-time members of AFT Local 1650 shall lose no seniority. All courses taught while a temporary member of Local 1650 shall be counted for seniority points, as described in Article XIII., Adjunct Teaching Status, and for step advance, as described in Article XXXIII.B., Salary.
Similarly, an AFO unit member who is appointed to a represented interim administrative position shall accumulate AFO seniority for the hours worked in that position and shall have the right to be assigned classes or hours in the corresponding semester(s) after returning to the AFO bargaining unit.
- B. In filling temporary part-time positions, preference will be given to members of the AFO bargaining unit currently on the seniority list based on qualifications, seniority, performance of teaching responsibilities as listed in Article VII, and availability at the required times.
- C. In filling temporary, full-time positions, the College will notify the AFO and all qualified Senior Adjuncts of temporary, full-time openings and the period of time that the Senior Adjuncts must express their interest for consideration in writing to the appropriate-Associate Dean. Consideration will be given to current Senior Adjuncts based on qualifications, seniority, performance of teaching responsibilities as listed in Article VII, and availability. While the Associate Dean retains discretion in hiring a temporary full-time Employee, the Associate Dean must provide a written explanation to the Office of Human Resources and the AFO if the decision is to hire an external candidate. If the Union is not provided with the aforementioned written explanation within forty-eight (48) hours of the decision, the hiring decision is grievable.
- D. All semesters worked as a temporary, part-time or temporary, full-time employee shall count toward elimination of the probationary requirement as described in Article XIII.B., Adjunct Teaching Status.

Article XV
FULL-TIME VACANCIES

- A. Full-time faculty vacancies will be announced pursuant to College policy by the Office of Human Resources.
- B. Application for another position, whether within the College or elsewhere, is recognized as a professional right and shall not adversely affect an applicant's status in his or her present position.
- C. When full-time positions become available, Senior Adjuncts will be interviewed in at least an equal number to external candidates interviewed, in seniority order among qualified Senior Adjuncts and provided that there are sufficient numbers of qualified Senior Adjuncts who apply. The College retains the discretion to make the hire decision and that decision is not subject to the grievance procedure.
- D. Senior Adjuncts who are interviewed for full-time positions will be notified in writing concerning the disposition of his or her application when a hire decision is made.

Article XVI
CLASS ASSIGNMENT

A. Assignment of Classes

- 1. The schedule of class offerings is determined by the Associate Dean for each division for the fall, winter, spring, and summer semesters.
 - a. Within one (1) week after all full-time schedules, including extra-contractual assignments, have been confirmed for a given semester, adjunct faculty members, including senior adjuncts returning from an approved leave of absence, will be notified about open/pending/wait-listed sections that remain.
 - b. The Schools will establish a procedure to communicate class sections electronically.
 - c. Each adjunct faculty member shall have the right to select from these open/pending sections on the basis of the seniority list provided by Human Resources. Adjuncts with the most seniority points will have first choice in choosing sections and may select the number of contact hours allowed by the contract. The selection process shall continue down the seniority list until all of the open/pending sections have been exhausted. In the event that more than one adjunct faculty member requests the same section, the adjunct with the highest seniority who is qualified to teach the course shall be assigned the section.

- d. Classes added to the schedule after the completion of adjunct assignment will be offered to faculty members based on seniority and availability.
- e. An adjunct faculty member who otherwise meets the necessary credentials specified by College policy is “qualified” to teach a course if he or she has satisfactorily taught the same course previously for at least two semesters at the College or if the Associate Dean determines he or she is qualified
- f. Final clinical assignments are determined by the placement site.
- g. Seniority points are determined by the Office of Human Resources.

The above language will be implemented on a pilot basis effective Spring 2018. During the Spring 2018 semester, a joint Labor-Management team will review to determine continuation or modification of this language.

B. Reassignment or Cancellation of Classes

1. Class Reassignment: Schedule changes should be made as early as possible, preferably one (1) week prior to the beginning of the semester (defined as the first day of class).
2. If a Senior Adjunct’s class is cancelled or reassigned to a full-time faculty more than three (3) days before the semester begins, the Senior Adjunct has the right to bump into a class for which he or she is qualified to teach within the discipline, if the Senior Adjunct notifies the Associate Dean in writing (including email) within twenty-four (24) hours of notification of the cancellation.
3. A Senior Adjunct is “qualified” if he or she has taught the same class previously at the College, or has taught a higher-level course within the same series or discipline at the College.
4. If cancellation or reassignment to a full-time faculty occurs less than three (3) days before the beginning of the semester, no such bumping rights exist, however, the College retains the discretion to allow bumping under this procedure.
5. Cancellation Procedure
 - a. Upon cancellation or reassignment as defined above, the Associate Dean will notify the Senior Adjunct, Human Resources and the Union of the cancellation and that the Senior Adjunct has the right to bump as set forth in 5.b below. The Senior Adjunct must then:
 - i. Consult the AFO website for the current seniority list and identify probationary adjuncts in the appropriate discipline,
 - ii. Consult WebAdvisor and review the courses they are qualified to teach which are currently assigned to a probationary adjunct, and

- iii. Notify the Associate Dean in writing (including email) before the deadline of twenty-four (24) hours after notification of the cancellation.
- 6. In the event of a new full-time salary line, or an administrator returning to the Local 1650 bargaining unit, reasonable effort will be made to ensure that displaced Senior Adjuncts will be made whole, even if it requires suspension of the normal assignment rules specified in this Article.
- 7. If an Employee has a scheduled class cancelled, the Employee will retain his or her place in the assignment sequence for the next semester he or she is scheduled.
- 8. For purposes of this article, it is understood that Clinical Lab Professional-Nursing assignments are not deemed to be classes.

ARTICLE XVII

ADJUNCT PERFORMANCE EVALUATION AND NEW HIRE MENTOR PROGRAMS

- A. A task force will be created which will be responsible for issuing guidelines for an Adjunct Performance Evaluation Program and New Hire Mentor Program. The task force will be made up of individuals appointed by the Director of Human Resources, and will include Union representatives and the Director of the College's Center for Teaching Excellence and Innovation. The task force will develop an "Adjunct Handbook" that will be updated periodically as appropriate over the term of the contract, and will also develop two (2), four (4) hour programs to be offered through the CTEI: (a) a four (4) hour train-the-trainer program for Employees wishing to qualify to serve as mentors as part of the New Hire Mentor Program and (b) a four (4) hour program for Employees wishing to qualify to serve as classroom observers as part of the Adjunct Performance Evaluation Program.
- B. The Adjunct Handbook will include information (such as contact information) useful to adjuncts, including new hires, and will outline the structure for both the Adjunct Performance Evaluation Program and the New Hire Mentor Program. A goal of the task force will be to continuously improve the Adjunct Handbook and the programs. The task force may issue initial guidelines and further develop the programs and process as experience dictates and resources permit.
 - 1. Without limiting the discretion of the task force, the Adjunct Handbook may have division, or even department, specific content;
 - 2. The task force will issue guidelines for the frequency and timeliness of performance evaluations for new hires, other probationary Employees, and Senior Adjuncts.

- C. To qualify to serve as a mentor under the New Hire Mentor Program or as a classroom observer under the Adjunct Performance Evaluation Program, Employees must successfully complete the appropriate four (4) hour program. No Employee may participate as both a mentor and a classroom observer at the same time. Appointment as either a New Hire Mentor or a classroom observer is at the College's discretion, and not subject to the grievance procedure. Employees who complete one (1) or both training programs may qualify for payment for professional development as provided in Article XVII., Professional Development.
- D. An appointment as a New Hire Mentor will last not less than two (2) semesters, but can be extended at the College's discretion. If a Senior Adjunct is assigned as a mentor in the New Hire Mentor Program, he or she shall be compensated \$100.00 for a two (2) semester appointment, and \$25.00 per semester for any additional semester. Payment is pursuant to the provisions in Article XVIII., Professional Development.
- E. If a Senior Adjunct is assigned as a classroom observer under the Adjunct Performance Evaluation Program, he or she shall be compensated \$50.00 for his or her efforts. Payment is pursuant to the provisions in Article XVIII., Professional Development.
- F. The Adjunct Performance Evaluation Program and New Hire Mentor Programs, as developed by the task force, are subject to approval by both the College and the Union.

Article XVIII
PROFESSIONAL DEVELOPMENT

- A. The College will budget for professional development activities for adjunct faculty members as defined below.
 - 1. In September 2017 the College will budget \$80,000 for Adjunct Professional Development activities.
 - 2. In September 2018 the College will budget \$85,750 for Adjunct Professional Development activities.
 - 3. In September 2019 the College will budget \$91,500 for Adjunct Professional Development activities.
 - 4. In September 2020 the College will budget \$97,250 for Adjunct Professional Development activities.
- B. **Center for Teaching Excellence and Innovation**

Each eligible Employee may request up to \$300.00 per the fiscal year for on-campus professional development provided through the CTEI (Center for Teaching Excellence and Innovation) or the Instructional Technology Department, reimbursed at a rate of \$25.00/hour.

C. Conference, Books/Periodicals, or Professional Memberships

Each eligible Employee may request reimbursement for one conference registration fee annually and/or the purchase of books, professional memberships, and periodicals, with a maximum reimbursement of \$400.00 per year. The conference and/or books, periodicals, or professional memberships must be relevant to the Employee's discipline and to the goals of the College. Any cost associated with the taking of periodical exams required for continued or new certification in a discipline that the Adjunct teaches, or is otherwise employed to practice, may also be reimbursed up to the \$100.00 annual limit.

D. Preparing to Teach Online

Those Employees who are approved and successfully complete the "Preparing to Teach Online" course offered by Instructional Technology will be paid \$300.00, as is the current practice. Ten thousand dollars (\$10,000) of the allotted amount set forth in A above will be used for this purpose. Any unused portion of this allotment will be rolled into the general professional development fund set forth in A above.

- E.** Employees wishing to use the funds must make formal application through their Associate Dean/Director to the Office of Human Resources prior to the professional development opportunity and receive appropriate approval. Upon proof of attendance and successful completion, the Employee will receive payment. In the case of reimbursement for conference fees, proof of attendance at the conference will be required.

F. Mentor

Employees can receive training as a mentor under the New Hire Mentor Program (Article XVII, Adjunct Performance Evaluation and New Hire Mentor Program). Employees successfully completing the adjunct mentor training will be compensated at a rate of \$25.00 per hour, up to a maximum of \$100.00. This amount is in addition to the amount referenced in B.

- G.** Senior Adjuncts who qualify and are assigned as a mentor under the provisions of Article XVII will be compensated from the Professional Development Fund up to \$100.00 per mentoring assignment; \$50.00 per semester with an additional \$25.00 per semester if assignment is extended to a third (3rd) or fourth (4th) semester to a maximum of \$150.00. This compensation is not subject to the limitations listed in A. above.

- H. Senior Adjuncts shall be reimbursed \$25/hr., up to a maximum of \$100 per semester for each semester that he or she officially serves on a Standing Committee of the Faculty Organization. This compensation is not subject to the limitations listed in A. above.
- I. Any amount not used in any budget year shall be rolled over for use in the following budget year.

Article XIX
LEAVE OF ABSENCE

A Senior Adjunct may take an unpaid Leave of Absence for up to one (1) year for any reason with a maximum of one (1) leave in every five (5) year period. A letter notifying the Director of Human Resources of the Employee's intent to take a Leave of Absence must be provided at least one (1) semester in advance, unless circumstances warrant otherwise. During the Leave of Absence, the Employee's status will be frozen. Upon returning from a Leave of Absence, the Employee shall be offered employment pursuant to the relevant articles of this contract including Article XIII., Adjunct Teaching Status and Article XVI., Assignments, as well as the provisions of the Uniformed Services Employment and Reemployment Rights Act.

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

Article XX
PERSONAL DAY

An Employee shall be granted one (1) paid personal day each semester that he or she teaches (Spring and Summer count as separate semesters) to be used for any purpose. It is expected that the Employee will ensure that all coursework is covered during the semester or session. If an Employee is absent more than the one (1) paid personal leave day in a semester, his or her pay will be docked equal to the time of the absence.

Article XXI
EMERGENCY CLOSING

In the event of an emergency which necessitates a school closing or delayed opening, the amount of pay which the Employee is to receive will not be reduced. It is expected that the Employee will ensure that all coursework is covered during the semester or session.

Article XXII
EMPLOYEE ABSENCE DURING PANDEMICS

The College will adhere to recommendations of the Center for Disease Control concerning self-isolation of infected persons during pandemics. Employees will not be docked for absence due to illness during any pandemic as identified by the Center for Disease Control, nor will they be expected to provide a written explanation from a health provider to excuse the absence unless the Center for Disease Control guidelines explicitly recommend that infected individuals visit a health care provider.

Article XXIII
MILEAGE

Employees who are required by the College to travel away from their primary work site shall be paid mileage for the trip in accordance with the IRS rules at the most current IRS rate. The Employee must submit appropriate documentation to her or his Associate Dean/Director for approval and reimbursement.

Article XXIV
SALARY DEFERRAL PLANS

Employees are allowed to participate in tax sheltered annuity plans which the College offers provided that they are not making 401(k), 403(b) and/or 457 plan deferrals with other employers that when combined with HFCC plan participation will exceed the limit specified by the IRS through election in any one or combination of plans. The Employee is solely responsible for legal and tax liabilities associated with exceeding IRS maximum contribution amounts.

Article XXV
STATUTORY BENEFITS

All Employees are afforded those benefits required by law.

Article XXVI
PAY DATES

The College shall distribute salary to Employees employed for a full sixteen (16) week semester in four (4) equal installments during the Fall semester and in five (5) equal installments during the Winter semester.

- A.** For Employees employed in the Fall semester, the first pay date shall be on September 22. The last pay date of the Fall semester will be on December 22.
- B.** For the Winter semester, the first pay date shall be on January 22. The final pay date shall be on May 22.
- C.** There will be nine (9) pay dates altogether for Employees employed both in the Fall and Winter semesters: September 22, October 22, November 22, December 22, January 22, February 22, March 22, April 22, and May 22.
- D.** For employees employed for terms during the Fall and Winter that are shorter in duration than sixteen (16) weeks (eight (8) or twelve (12) week semesters), the following schedule shall apply:
 - 1.** For Employees employed for the first eight (8) week semester during the Fall, salary shall be distributed in two (2) equal installments. The initial pay date shall be on September 22. For Employees employed for first eight (8) week semester during the Winter, salary shall be distributed in three (3) equal installments. The initial pay date shall be on January 22.
 - 2.** For Employees employed for the second eight (8) week semester during the Fall or Winter, salary shall be distributed in three (3) equal installments. The initial pay date shall be on October 22 (Fall) and March 22 (Winter).
 - 3.** For Employees employed for the twelve (12) week semester during the Fall or Winter, salary shall be distributed in four (4) equal installments. The initial pay date shall be on September 22 (Fall) and February 22 (Winter).
 - 4.** Effective with the Spring/Summer 2013 semesters, pay dates during the Spring will be on May 22 and June 22. Pay dates for the Summer semester will be July 22 and August 22.
- E.** If the pay date falls on a scheduled day the College is closed (i.e. holiday or weekend), the pay date will be the last business day prior to the pay date. If the pay date falls on a day

the College is closed for unscheduled reasons, the pay date will be not later than two (2) business days after the College is reopened.

- F. All pay will be direct deposited or paid via P-Card.

**Article XXVII
ATTENDANCE**

- A. At no time will an Employee cancel a class session. The cancellation of class sessions rests only with the appropriate Associate Dean/Director. Employees must contact the appropriate administrator when an emergency, illness, or personal day may necessitate the cancellation of a class session. When a class is cancelled without prior contact with the appropriate Associate Dean/Director, pay for the canceled session will be deducted and disciplinary action may occur.
- B. Employees cannot arrange for a substitute instructor for their classes. Associate Deans/Directors have sole authority in arranging any substitutes.
- C. Except for Employee absence due to the use of a leave day, the Employee who is absent shall have his or her compensation reduced by an amount equal to the total hours absent.
- D. Personal vacations or other leaves which interfere with scheduled course instructions may not be taken during the academic semester.
- E. Unreported absences will lead to disciplinary action up to and including termination of employment.

**Article XXVIII
DISCIPLINE AND TERMINATION**

- A. The Employer shall not discipline or terminate any non-probationary Employee without just cause.

B. Discipline can include, but is not limited to, the following:

- Warning
- Verbal reprimand
- Written reprimand
- Suspension without pay
- Termination of employment or non-renewal of employment

The level of discipline will be determined by the College's assessment of the severity of the conduct or violation which has occurred and attendant circumstances. Typically, a Performance Improvement Plan is developed and implemented in the "Written Reprimand" stage. It is understood, however, that nothing is intended to prevent academic administration from bypassing the progression of disciplinary steps for more serious offenses. The Union has the right to grieve all levels of discipline for non-probationary Employees.

- C.** "Just Cause" includes, but is not limited to, any violation of College policy, any violation of law, misconduct or unsatisfactory performance. This list is illustrative and not exhaustive, and does not limit the College's right to discipline or discharge for other acts or omissions which also constitute just cause.
- D.** When hearings, conferences or meetings are held with an Employee concerning a matter which may result in discipline or discharge, the Employee shall have the right to have a Union representative present, provided the Employee requests such representation, and the College shall have the right to have a representative of its choosing present.
- E.** A probationary Employee may be disciplined or discharged without cause at the College's discretion and without recourse to the grievance process.

Article XXIX

NOTIFICATION OF NON-ASSIGNMENT

Senior employees that are not offered employment in a semester shall be notified of that decision by letter. The letter shall be sent by email to the employee's Henry Ford College email account. The letter shall specify the reason(s) for non-assignment. The letter shall be sent as soon as practicable.

Article XXX
SPECIAL CONFERENCES

- A. Special conferences on issues of mutual interest to Employees and the Employer may be arranged between the Chief Grievance Officer and the Employer designee. Such conferences shall not be construed as a replacement for, or circumvention of, the grievance procedure.
- B. Arrangement for such conferences shall be made in advance by the submission of an agenda that reflects matters to be discussed. The meeting shall be scheduled by mutual agreement. Such conferences shall be between representatives of the College and a maximum of five representatives of the Union. More may attend by mutual agreement of the parties.

Article XXXI
GRIEVANCE PROCEDURE AND ARBITRATION

A. Definition of Grievance

The term "grievance" shall be interpreted to mean a formal written grievance complaint form submitted by an Employee or by the Union in its own behalf that:

- 1. There has been a violation, misinterpretation or misapplication of any provision of this Agreement, or
- 2. There has been a violation, misinterpretation or misapplication of written policies or procedures affecting the conditions of employment of Employees in effect from time to time. Whenever the term "Employee" is used, it may be interpreted as a plural.

B. Statement of Basic Principles

- 1. The Union, on behalf of Employees, shall have the right to present grievances in accordance with these procedures.
- 2. All discussions shall be kept confidential, to the extent possible, during procedural stages of the resolution of a grievance.
- 3. An Employee who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.
- 4. Administrators have the responsibility to consider and take action promptly, within authority delegated to them, on grievances presented to them.

5. The failure of an administrator at any level to render a decision to the Employee and Union within the proper time limits permits the Employee to proceed to the next stage, within the limits provided.
6. The failure of an Employee or the Union to appeal a decision to the next higher stage within the proper time limits shall constitute a withdrawal and shall bar further action on that Employee's grievance or on a grievance by the Union relating to that issue. However, if the Union formally withdraws a grievance it has filed, it is not precluded from filing a subsequent grievance arising from a separate alleged violation relating to that issue.
7. The Employee or group of Employees has a right to be present and to be represented by the Union at the Employee's option, if the grievance proceeds beyond the preliminary stage. If the Employee(s) elects to be represented, the representative shall not be a representative of any Employee organization other than the Union.
8. When the grievance originates at an administrative level higher than Coordinator, Division Director, or Associate Dean, the Union shall start the grievance at the appropriate written stage of the grievance procedure as designated herein.
9. Hearings and conferences held under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. A hearing or conference held during regular business hours, 9:00 a.m. – 5:00 p.m., Monday – Friday, is deemed to afford a fair and reasonable opportunity to be present and attend. When such hearings and conferences are conducted during hours in which an Employee whose presence is required is scheduled to teach, that Employee shall be excused, with pay, for that purpose.

C. Informal Preliminary Stage

In the interest of maintaining harmonious relations, the Employee is encouraged to have an oral conference with the Associate Dean of the division in which the Employee is assigned, upon discovery of the alleged violation and prior to initiating the formal written grievance process. If the issue is not resolved at the preliminary stage, the Employee can initiate a formal grievance pursuant to the procedure below.

D. Formal Grievances

1. First Stage

- a. The formal grievance process is initiated by submitting a written grievance on a standard form that is mutually developed by the Union and the College. The written grievance must be submitted to the Associate Dean of the division in which the

Employee is assigned within twenty-one (21) calendar days of the act or omission on which the grievance is based.

- b. The Associate Dean shall provide his or her decision (along with a copy of the grievance) to the Employee and the Union in writing, within fourteen (14) calendar days of the receipt of the grievance.

2. Second Stage

- a. If the Employee or the Union is dissatisfied with the decision at the First Stage, the Employee or the Union may refer the matter to the Vice President of the division in which the Employee is assigned, by submitting a copy of the grievance and the First Stage decision, along with a request for Second Stage review, within fourteen (14) calendar days of its issue.
- b. The Vice President or designee shall provide his or her decision (along with a copy of the grievance) to the Employee and the Union in writing, within twenty-one (21) calendar days of the request for Second Stage review by the Employee.

3. Third Stage

- a. If the Employee or the Union is dissatisfied with the decision at the Second Stage, the Employee or the Union may refer the matter directly to the President, or designee, by submitting a copy of the grievance and the First and Second Stage decisions, along with a request for Third Stage review, within fourteen (14) calendar days of the issue of the Second Stage decision.
- b. The President or designee shall schedule a meeting with the Employee or Union within twenty-one (21) calendar days of the request for Third Stage review by the Employee. The Employee or the Union shall have the right to a conference with the President or designee within this time limit.
- c. The President or designee shall provide his or her decision to the Employee and the Union in writing, within fourteen (14) calendar days following the conference discussed in 3.b. above.

4. Final Stage, Arbitration

- a. Upon written request by the Union, an arbitrator shall hear a grievance which has been processed in accordance with the provision of this Article, but not satisfactorily resolved at the Third Stage. The arbitrator will be selected under the rules of the American Arbitration Association (AAA).

- b. The Union must notify the College, and AAA, in writing of its intent to proceed to arbitration within twenty-one (21) calendar days of the President or Designee issuing the Third Stage response.
- c. Any grievance falling under Article XXXII (Grievance) of this Agreement (that is, any grievance which complains of a violation, misinterpretation, or misapplication of any provision of this Agreement) shall be subject to final and binding arbitration. The arbitrator shall confine the opinion to the sole question of whether or not there has been a violation, misinterpretation or misapplication of any provision of this Agreement. The arbitrator shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board or Administration. The arbitrator's award shall be final and binding upon its delivery to both of the parties.
- d. Compensation and necessary expenses of the arbitrator shall be shared equally by the College and the Union. Each party shall make arrangements for and pay the compensation and expenses of witnesses called by that party. All other expenses, such as expenses of attorneys, other participants or observers, documents, etc., shall be borne by the party incurring them. The arbitrator shall have no right or power to add to, subtract from, modify, change or disregard any of the provisions of this Agreement, or to change existing wage rates or establish a new wage rate.
- e. The arbitration clause of this grievance procedure shall not be used to resolve impasses in the negotiation of a successor collective bargaining agreement.
- f. Any agreement reached through the grievance procedure must be implemented as soon as conditions and circumstances make possible. When conditions and circumstances permit, such a decision shall be implemented within thirty (30) calendar days.

Article XXXII

TUITION REIMBURSEMENT

Senior adjuncts, their spouse, or their dependent children (per IRS code) shall be eligible for tuition reimbursement for credit classes at Henry Ford College as follows:

- A grade of "C" or better is earned in the course(s).
- Senior adjuncts may be reimbursed for up to six (6) credits per semester at the current in-district tuition rate.
- Course fees and books are not eligible for reimbursement.

- Tuition statement and transcripts must be submitted to the Office of Human Resources by January 30 to be reimbursed for courses taken during the Fall semester, May 30 to be reimbursed for courses taken during the Winter semester, and September 30 to be reimbursed for courses taken during the Spring/Summer semesters.

Article XXXIII
SALARY

- A.** Effective with the Fall 2017 semester, salaries will increase by 3% across the board. Effective with the Fall 2018 semester, salaries will increase by 3% across the board. Effective with the Fall 2019 semester, salaries will increase by 3% across the board. Effective with the Fall 2020 semester, salaries will increase by 3% across the board. (See Appendix A for Salary Schedules.)
1. Lanes that recognize academic degree achievement shall be maintained.
 2. A four-step schedule shall be maintained.
 3. The existing practice of compensating Employees two (2) Contact Hours for the final exam shall be maintained.
 4. All Retirees of the College that return to teach as Adjuncts will be paid on the Adjunct Salary Schedule at the appropriate lane. AFT Local 1650 Retirees that return to the College within three years of retirement, and thus have seniority as a Senior Adjunct, shall be paid at Step 4.
- B.** An Employee must complete 24 weekly contact hours to advance to the next step on the salary schedule. A newly hired Employee will be ranked a 1.0. The semester after one reaches a 1.24, the Employee shall be given a step increase and ranked a 2.0.
1. Any weekly contact hours taught over and above the 24 needed for a step increase are carried over to the higher step.
 2. For non-teaching Employees, including but not limited to Advisors and Clinical Lab Professionals-Nursing, 33 hours of employment shall count as the equivalent of 1 weekly contact hour for purposes of step advance.
- C.** Nurses and other health career professionals supervising clinical rotations shall be paid based on the Teaching Adjunct Salary Schedule.
- D.** By specific agreement with the HFCC Federation of Teachers, AFT Local 1650, the premiums described in this article and any special payments to senior adjuncts for providing mentoring services or for service on College, Divisional or Departmental Committees will not in and of

themselves be used as the basis of determining that an individual is eligible for temporary membership in Local 1650.

**Article XXXIV
DURATION**

This Agreement shall remain in full force and effect beginning August 24, 2017, until midnight on August 26, 2021.

**Article XXXV
PRINTING AND DISTRIBUTION OF THE AGREEMENT**

- A.** The Employer shall be responsible for the printing and distribution of this Agreement.
 - 1.** The Union will receive 200 copies.
 - 2.** The Union and Employer agree to share costs for the printing of additional paper copies, when mutually agreed upon by the parties.
- B.** The Employer agrees to make available a copy of this Agreement on the College website.

SIGNATORIES OF AGREEMENT

For the College

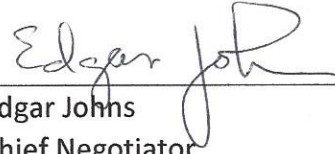


Cynthia Glass
Vice President



Stanley Jensen
President

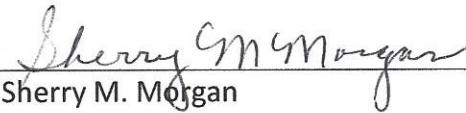
For the Union



Edgar Johns
Chief Negotiator



Lynn A. Boza
President, AFO



Sherry M. Morgan
Financial Records Secretary, AFO

**Appendix A
SALARY SCHEDULE**

AFO Salary Schedule						
2017-2018 -- 3% Increase						
Step	Teaching				Non-Teaching	
	LMA	MA	MA+	PHD	LMA/Adv	MA-NT
1	\$39.58	\$41.28	\$43.00	\$44.70	\$23.45	\$28.34
2	\$42.56	\$44.39	\$46.24	\$48.08	\$25.21	\$30.47
3	\$45.77	\$47.73	\$49.72	\$51.70	\$27.12	\$32.76
4	\$49.20	\$51.34	\$53.46	\$55.58	\$29.16	\$35.24

AFO Salary Schedule						
2018-2019 -- 3% Increase						
Step	Teaching				Non-Teaching	
	LMA	MA	MA+	PHD	LMA/Adv	MA-NT
1	\$40.77	\$42.52	\$44.29	\$46.04	\$24.16	\$29.19
2	\$43.84	\$45.72	\$47.62	\$49.52	\$25.97	\$31.38
3	\$47.15	\$49.16	\$51.21	\$53.25	\$27.93	\$33.75
4	\$50.68	\$52.88	\$55.06	\$57.25	\$30.03	\$36.29

AFO Salary Schedule						
2019-2020 -- 3% Increase						
Step	Teaching				Non-Teaching	
	LMA	MA	MA+	PHD	LMA/Adv	MA-NT
1	\$41.99	\$43.80	\$45.62	\$47.42	\$24.88	\$30.06
2	\$45.15	\$47.10	\$49.05	\$51.01	\$26.75	\$32.32
3	\$48.56	\$50.64	\$52.75	\$54.84	\$28.77	\$34.76
4	\$52.20	\$54.46	\$56.71	\$58.96	\$30.94	\$37.38

AFO Salary Schedule						
2020-2021 -- 3% Increase						
Step	Teaching				Non-Teaching	
	LMA	MA	MA+	PHD	LMA/Adv	MA-NT
1	\$43.25	\$45.11	\$46.99	\$48.85	\$25.63	\$30.96
2	\$46.51	\$48.51	\$50.52	\$52.54	\$27.55	\$33.29
3	\$50.02	\$52.16	\$54.33	\$56.49	\$29.63	\$35.80
4	\$53.77	\$56.10	\$58.41	\$60.73	\$31.86	\$38.50

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