## MEMORANDUM OF UNDERSTANDING BETWEEN

## DELTA COLLEGE AND DELTA COLLEGE FACULTY ASSOCIATION, MEA/NEA ON DELTA COLLEGE FACULTY SALARY AGREEMENT, YEAR 3 (ACADEMIC YEAR 2020-2021)

This Memorandum of Understanding ("MOU") is entered into between and among Delta College ("College") and the Delta College Faculty Association, MEA/NEA ("DCFA") (individually, a "Party" and collectively, the "Parties"). The Parties hereby agree to the terms specified below, and agree this MOU cannot be changed unless by a written agreement signed by an authorized representative of each Party, and that these terms will supersede any policies or practices inconsistent with these terms.

Subject to an acceptance vote by the DCFA, the DCFA and the College agree to the following modifications to the 2020-2021 Faculty Salary Agreement:

- 1. The base wage salary schedule rates for Faculty members during the last term of the current Faculty Salary Agreement, which begins on July 1, 2020, shall not increase 2.3% and instead shall be frozen at the 2019-2020 base wage salary schedule rates on July 1, 2020 until January 31, 2021; EXCEPT, all other aspects of the 2020-2021 Faculty Salary Agreement remain in place as previously agreed, including promotion increases and standard increases in steps. Beginning no later than the first week of October, the Parties shall meet to negotiate any potential extension or modification of this agreement if Coronavirus/COVID-19 conditions continue to warrant. Negotiation conditions to be analyzed include, but are not limited to, the following revenue sources: Summer 2020 and Fall 2020 contact hours, Winter 2021 enrollment as reported on the official student count day, and federal and state funding levels, including final state appropriations under MCL 388.1801(2) for fiscal year 2020-2021. Unless otherwise agreed, the entire 2.3% increase to the base wage salary schedule that was frozen at the 2019-20 base wage salary schedule rates, will be paid beginning February 1, 2021-June 30, 2021.
- 2. If either party determines that good faith negotiations described above are not occurring by December 10, 2020, meditation will commence immediately. If an agreement is not reached in mediation, the parties shall proceed to binding arbitration.

## Furthermore, the Parties agree:

- 1. The College will seat the DCFA President, or designee, on the Expanded Crisis Management Team with the associate deans, which meets once a week as needed, as a member effective immediately on signing of this Memorandum of Understanding.
- 2. During the last term of the current Faculty Salary Agreement, which begins on July 1, 2020, if a position within any full-time work group at Delta College (Support Staff,

Administrative/Professional staff, AFSCME, Executive Staff) or the President are granted a salary increase on base greater than the mutually agreed amount, not including salary increases that result from job description modifications, the Faculty will receive the same salary percentage increase at the same time as that position. The Parties acknowledge and agree that adjunct faculty are not a full-time work group at Delta College.

3. This MOU is not precedent-setting and cannot be used as evidence of a practice or policy at the College.

This MOU may be superseded by a negotiated and approved final contract between the Parties, agreed to in writing and signed by an authorized representative of each Party.