

Agreement between
the
Board of Trustees
of
Montgomery Community College
and
Montgomery College Chapter
American Association of University Professors

academic calendar; provided that Management and the Chapter agree that such procedures are not subject to the collective bargaining process; and provided further that Management, in not exercising any function hereby reserved to it pursuant to Section 2.1, or in exercising any such function in a particular way (including the exercise of such function through the procedures established pursuant to this Section 2.2), shall not be deemed to have waived its right to exercise such function or preclude Management from exercising the same in some other way.

Section 2.3 - New or Changed Procedures.

If Management desires to publish in the Montgomery College Policies and Procedures Manual new or changed procedures to administer Articles 3 through 9 of this Agreement, Management will submit to the Chapter, in writing at least thirty (30) calendar days prior to their effective date, such new or changed procedures.

ARTICLE 3 – GRIEVANCE PROCEDURE

Section 3.1 - Standard Procedure.

(A) Definition of Grievance.

A “grievance” is an allegation by a faculty member that Management has violated an express provision of this Agreement and that such faculty member has been personally aggrieved thereby.

(B) Procedures.

If a grievance cannot be resolved through informal discussion, it shall be processed as follows:

Step 1.

Within ten (10) days after the event giving rise to the grievance or after the faculty member reasonably should have known of the event giving rise to the grievance, the aggrieved faculty member may submit a written grievance to the faculty member’s immediate supervisor with a copy to the Director of Employee Relations, Diversity and Inclusion. The immediate supervisor shall schedule a meeting with the faculty member to be held within ten (10) days after receive of the written grievance. The immediate supervisor shall submit a written answer to the aggrieved faculty member within ten (10) days after such meeting.

Step 2.

In the event the grievance is not satisfactorily adjusted at Step 1, the aggrieved faculty member, within ten (10) days after receipt of the Step 1 answer, may submit a written appeal of the Step 1 answer to the Campus Vice President and Provost or designee, with a copy to the Director of Employee Relations, Diversity and Inclusion. The Campus Vice President and

Provost or designee shall schedule a meeting with the aggrieved faculty member to be held not later than fourteen (14) days after receipt of the Step 2 appeal. The Campus Vice President and Provost or designee shall submit a written answer to the aggrieved faculty member within fourteen (14) days after the Step 2 meeting.

Step 3.

In the event the grievance is not satisfactorily adjusted at Step 2, the aggrieved faculty member, within ten (10) days after receipt of the Step 2 answer, may submit a written grievance appeal to the Senior Vice President for Academic Affairs (if instructional faculty) or designee, or the Senior Vice President for Student Services (if counseling faculty) or designee, with a copy to the Director of Employee Relations, Diversity and Inclusion. The Senior Vice President or designee shall schedule a meeting with the aggrieved faculty member to be held not later than fourteen (14) days after receipt of the Step 3 appeal. The Senior Vice President or designee shall submit a written answer to the aggrieved faculty member as soon as practicable after such meeting.

Step 4.

In the event the grievance is not satisfactorily adjusted at Step 3, the parties may mutually agree to attempt to resolve the grievance through meditation. A Federal Mediation and Conciliation Service (FMCS) mediator, or other mediator if mutually agreed, shall be used by the parties. If the grievance is not resolved, at either party's request the mediator may provide an oral recommendation or opinion. Neither party is obligated to accept the recommendation. The time for filing a demand for arbitration shall be held in abeyance during the pendency of the mediation process.

(C) Written Presentation.

All grievances presented at Steps 1 through 3 of this Section 3.1 shall be in writing on a form to be provided by Management, signed by the aggrieved faculty member, and set forth the specific provisions of the Agreement alleged to have been violated and the specific relief sought by the aggrieved faculty member, or the grievance shall be deemed to have been waived.

(D) Chapter Representation.

(1) Copies of Written Grievances.

Upon receipt of a written grievance or written appeal submitted by a faculty member in accordance with the procedure set forth in Steps 1 through 3 of this Action 3.1, Management shall furnish a copy of same to the Chapter President; provided that, if the faculty member so requests in the written grievance, copies of the written grievance and any written appeal(s) shall be furnished by Management to the Chapter President simultaneously with the submission of Management's written answer to same to the faculty member. A copy of any

written answer of Management under Steps 1 through 3 of this Section 3.1 shall be forwarded to the Chapter President simultaneously with its submission to the aggrieved faculty member.

(2) Representation at Grievance Meetings.

A faculty member may be represented at the meetings held pursuant to Steps 1 through 3 of the procedure set forth in this Section 3.1 by a representative designed by the Chapter provided that such representative is a faculty member. In any event, a faculty member designated by the Chapter shall have the right to be present at such meetings unless the aggrieved faculty member objects.

Section 3.2 - Arbitration.

(A) Election.

If a grievance is not satisfactorily adjusted at Step 3 or through mediation, the Chapter, within fifteen (15) days after receipt of the Step 3 answer (or conclusion of the mediation if one is held), may submit a grievance that has been properly processed through the procedure set forth in Section 3.1 of this Article to final and binding arbitration. The appeal to arbitration shall be made by the Chapter with written notice of such intent to the Director of Employee Relations, Diversity and Inclusion or designee.

(B) Selection of Arbitrator.

Management and the Chapter agree to maintain at all times a panel of three (3) named arbitrators, one (1) of whom shall be appointed to hear each grievance that is appealed to arbitration pursuant to Section 3.2(A) of this Agreement. Rotation of arbitration cases among such arbitrators shall be in alphabetical order by the arbitrator's last name. As of the effective date of this Agreement, Management and the Chapter have selected Martha Cooper, Charles Feigenbaum and John Skonier as members of said panel. Management and the Chapter shall immediately name a replacement arbitrator. The replacement arbitrator shall assume the order in the rotation held by the arbitrator that he or she is replacing. Except in the case of the voluntary resignation of a named arbitrator, no arbitrator may be removed by Management or the Chapter, except by mutual agreement of Management and the Chapter, or for cause. If Management or the Chapter appeals the decision and award of an arbitrator to a court of appropriate jurisdiction, that arbitrator shall be suspended from appointments under this Agreement pending such appeal and shall be removed if the decision and award is not upheld in full.

(C) Jurisdiction of Arbitrator.

The jurisdiction and authority of the arbitrator of the grievance and the opinion and award of the arbitrator shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Agreement at issue between the Union and Management. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement or impose on either party hereto a limitation or

obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure; or to consider any term or condition of employment or any other matter not expressly set forth within a provision of this Agreement. The arbitrator shall not hear or decide more than one grievance at one time without the mutual consent of Management and the Union. The opinion and award of the arbitrator on the merits of any grievance adjudicated within his or her jurisdiction and authority, as specified in this Agreement, shall be served on both parties.

(D) Fees and Expenses of Arbitration.

The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 3.3 - Time Limitations.

Whenever used in this Article 3, the word "days" shall mean all days during the academic year or summer terms other than Saturdays, Sundays, and days designated as holidays or recess days on the academic calendar. The time limits set forth in this Article are essential to this Agreement. Said time limits may be extended only by mutual written agreement of Management and the Chapter or the aggrieved faculty member. If the aggrieved faculty member or the Chapter fails to comply with the time limits set forth in this Article, the grievance shall be deemed to have been waived. If Management fails to comply with any time limits set forth in this Article, the grievance shall automatically proceed to the next step.

Section 3.4 - Method of Delivery.

For purposes of this Article 3, a grievance, appeal, notice of intent to submit to advisory arbitration, or Management answer, is "submitted" only if it is delivered by hand to the office of the appropriate person, as set forth in Section 3.1, or mailed to that person by certified mail, return receipt requested, through the United States Postal Service.

ARTICLE 4 – FACULTY APPOINTMENTS

Section 4.1 - Types of Appointments.

Faculty members shall be employed pursuant to a term appointment, a rolling term appointment, or a tenure track appointment.

Section 4.2 - Term Appointments.

(A) Duration of Term Appointments.

Except for a faculty member whose initial employment as a faculty member commences after the beginning of an academic year, a faculty member employed pursuant to a term appointment shall be given a written notice of appointment for a specific term of one (1) academic year or three (3) academic years. A faculty member employed pursuant to a term

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Montgomery Community College and
American Federation of State, County, and Municipal Employees,
AFL-CIO,
Council 67, Local 2380

effective

July 1, 2016

through

June 30, 2019

(F) Resolution of Conflict.

The parties agree to participate in the development of conflict resolution to be used during early steps of the grievance procedure.

ARTICLE 4 – GRIEVANCE PROCEDURE

Section 4.1 – Standard Procedure.

(A) Definition of Grievance.

A “grievance” is a written complaint that Management has violated an express provision of this Agreement and that an employee or employees have been personally aggrieved thereby.

(B) Procedures.

Informal Resolution.

The Union and/or employee(s) shall attempt to resolve any alleged grievance informally with the employee’s immediate supervisor prior to initiating the formal grievance procedure. The failure of the Union and/or employee(s) to attempt to resolve a grievance informally shall be sufficient reason for the denial of a formal grievance. If a grievance cannot be resolved through informal discussion with an immediate supervisor or department chairperson it shall be processed as follows, except that a grievance based upon suspension or a recommendation for discharge shall be handled pursuant to Section 4.1(C) below. The parties shall endeavor to resolve grievance matters at the lowest possible level.

Step 1.

Within twenty (20) days of the event giving rise to the grievance or after the employee(s) reasonably should have known of the event giving rise to the grievance, the Union and/or aggrieved employee(s) may submit a written grievance to the next level supervisor (e.g., campus director or dean) in the employee’s chain of command, with a copy to the Director of Employee Relations, Diversity and Inclusion and the Union. This supervisor shall schedule a meeting with the employee(s) to be held within fifteen (15) days of receipt of the written grievance. The supervisor shall submit a written answer to the aggrieved employee(s) within fifteen (15) days of such meeting, and provide a copy of the answer to the Director of Employee Relations, Diversity and Inclusion and the Union.

Step 2.

In the event the grievance is not satisfactorily adjusted at Step 1, the Union and/or aggrieved employee(s), within fifteen (15) days after receipt of the Step 1 answer, may submit a written appeal of the Step 1 answer to the College-wide director or Provost in the employee’s chain of command, or his or her designee, with a copy to the Director of Employee Relations,

Diversity and Inclusion and the Union. The director, Provost, or designee shall schedule a meeting with the aggrieved employee(s) to be held not more than fifteen (15) days after receipt of the Step 2 appeal. The director, Provost, or designee shall submit a written answer to the aggrieved employee(s) within fifteen (15) days after the Step 2 meeting, with a copy to the Director of Employee Relations, Diversity and Inclusion and the Union.

Step 3.

In the event that the grievance is not satisfactorily adjusted at Step 2, the Union and/or aggrieved employee(s), within fifteen (15) days after receipt of the Step 2 answer, may submit a written grievance appeal to the Director of Employee Relations, Diversity and Inclusion or the Director of Employee Relations, Diversity and Inclusion's designee, with a copy to the Union. The Director of Employee Relations, Diversity and Inclusion or designee shall schedule a meeting with the aggrieved employee(s) to be held not later than fifteen (15) days after receipt of the Step 3 appeal. The Director of Employee Relations, Diversity and Inclusion or designee shall submit a written answer to the aggrieved employee(s) within fifteen (15) days of such meeting, with a copy to the Union.

(C) Procedure in Cases of Suspension or Discharge.

An employee recommended for suspension without pay or discharge shall receive written notice of the basis for the suspension or discharge, the evidence against him or her, and the opportunity to present his or her side to the suspending authority. A grievance regarding a suspension without pay or discharge shall be filed with the Director of Employee Relations, Diversity and Inclusion within fifteen (15) days of the date of suspension or discharge. The Director of Employee Relations, Diversity and Inclusion or designee shall process the grievance at Step 3 of the grievance procedure. A Step 3 informal hearing (instead of the Step 3 meeting) may be requested by the employee (or Union), at which the evidence against the employee will be presented. The employee will be permitted to speak on his or her own behalf, question witnesses and present witnesses on his or her behalf.

(D) Grievance Mediation.

In the event the grievance is not satisfactorily adjusted at Step 3, the parties may mutually agree to attempt to resolve the grievance through mediation. A Federal Mediation and Conciliation Service (FMCS) mediator, or other mediator if mutually agreed-to by the parties, shall be used by the parties to mediate the grievance. In the event that the grievance is not resolved, at either party's request, the mediator shall provide an oral recommendation or opinion. Neither party is obligated to accept the recommendation. The time line for filing a demand for arbitration shall be held in abeyance during the pendency of the grievance mediation.

(E) Written Presentation.

Any grievance presented at Steps 1 through 3 of this Section 4.1 shall be in writing on a form mutually agreed to by the Union and Management, shall be signed by the aggrieved employee(s) or, where appropriate, by the Union president or shop steward designated by the

Union, shall set forth the specific provisions of the Agreement alleged to have been violated, and shall set forth the specific relief sought, or the grievance shall be deemed to have been waived.

(F) Union Representation.

(1) Copies of Written Grievances.

Upon receipt of a written grievance or written appeal submitted by an employee in accordance with the procedure set forth in Steps 1 through 3 of this Section 4.1, Management shall furnish a copy of same to the Union President. A copy of any written answer of Management under Steps 1 through 3 of this Section 4.1 shall be forwarded to the Union President simultaneously with its submission to the aggrieved employee.

(2) Representation at Grievance Meetings.

An employee may be represented at the meetings held pursuant to the procedures set forth in this Section 4.1 by the Union president or a shop steward designated by the Union unless the aggrieved employee objects or wishes to represent himself or herself. In cases where the Union has filed a grievance, the meetings shall be held with the Union president or a shop steward designated by the Union.

Section 4.2 – Arbitration.

(A) Election of Arbitration.

In the event that the grievance is not satisfactorily adjusted at Step 3 or through grievance mediation, the Union, within fifteen (15) days after receipt of the Step 3 answer, may submit a grievance which has been properly processed through the procedure set forth in Section 4.1 of this Article to final and binding arbitration. In such cases, the election of arbitration shall be made by the Union with written notice of such intent, to the Director of Employee Relations, Diversity and Inclusion or designee within fifteen (15) days after receipt of the answer at Step 3 of Section 4.1(B) of this Article.

(B) Selection of Arbitrator.

Management and the Union agree to maintain at all times, a panel of three (3) named arbitrators, one (1) of whom shall be appointed to hear each grievance that is appealed to arbitration pursuant to Section 4.2(A) of this Agreement. Rotation of arbitration cases among such arbitrators shall be in alphabetical order by the arbitrator's last name. As of the effective date of this Agreement, Management and the Union have selected Charles Feigenbaum, Ira Jaffe, and Gloria Johnson as members of said panel. Management and the Union shall immediately name a replacement arbitrator. The replacement arbitrator shall assume the order in the rotation held by the arbitrator that he or she is replacing. Except in the case of the voluntary resignation of a named arbitrator, no arbitrator may be removed by Management or the Union, except by mutual agreement of Management and the Union, or for cause. If Management or the Union appeals the decision and award of an arbitrator to a court of appropriate jurisdiction, that

arbitrator shall be suspended from appointments under this Agreement pending such appeal and shall be removed if the decision and award is not upheld in full.

(C) Jurisdiction of Arbitrator.

The jurisdiction and authority of the arbitrator of the grievance and the opinion and award of the arbitrator shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Agreement at issue between the Union and Management. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure; or to consider any term or condition of employment or any other matter not expressly set forth within a provision of this Agreement. The arbitrator shall not hear or decide more than one grievance at one time without the mutual consent of Management and the Union. The opinion and award of the arbitrator on the merits of any grievance adjudicated within his or her jurisdiction and authority, as specified in this Agreement, shall be served on both parties.

(D) Fees and Expenses of Arbitration.

The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 4.3 – Time Limitations.

Whenever used in this Article 4, the word “days” shall mean all days during the calendar year other than Saturdays, Sundays, and days designated as holidays by Management. The time limits set forth in this Article are essential to this Agreement. Said time limits may be extended only by mutual agreement of Management and the Union and the aggrieved employee. The aggrieved employee shall be solely responsible for keeping the time limits set forth in this Article. If the aggrieved employee fails to comply with the time limits set forth in this Article, the grievance shall be deemed to have been waived. If Management fails to comply with any time limits set forth in this Article, the grievance shall automatically proceed to the next step.

Section 4.4 – Method of Delivery.

For the purposes of this Article 4, a grievance, appeal, or Management answer is “submitted” only if it is delivered by hand to the office of the appropriate person as set forth in Section 4.1, or mailed to that person by certified mail, return receipt requested, through the United States Postal Service. Management will notify the Union by email of the fact that an answer has been issued.

AGREEMENT

BETWEEN

MONTGOMERY COMMUNITY COLLEGE

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500, CtW

from

July 1, 2017

through

June 30, 2020

necessary to effect reasonable accommodations. Where enforcement mechanisms exist under Federal, State or local laws, alleged violations of this Article 3 shall not be subject to the Grievance Procedure of Article 4, but shall be handled in accordance with the procedures of the College.

ARTICLE 4 - GRIEVANCE PROCEDURE

Section 4.1 - Standard Procedure.

(A) Definition of Grievance.

A "grievance" is an allegation by an employee and/or the Union that Management has violated an express provision of this Agreement and that such employee has been personally aggrieved thereby.

(B) Procedures.

An employee shall first make an effort to resolve a grievance informally. If a grievance cannot be resolved through informal discussion with an immediate supervisor, department chairperson, or Dean, it shall be processed as follows, except that a grievance based upon a recommendation for discharge shall be handled pursuant to Section 4.1(D) below.

Step 1.

Within ten (10) days of the event giving rise to the grievance or after the employee reasonably should have known of the event giving rise to the grievance, the aggrieved employee (or the Union with the employee's express permission) may submit a written grievance to the Dean or administrative designee in the employee's chain of command, with a copy to the Director of the Office of Employee & Labor Relations or designee and the Union. This Dean or administrative designee shall schedule a meeting with the employee to be held within ten (10) days of receipt of the written grievance, but this meeting may be waived by mutual agreement in writing between the Union and Management. The Dean or administrative designee shall submit a written answer to the aggrieved employee within ten (10) days of such meeting or the date of the agreement to waive the meeting, and provide a copy of the answer to the Director of the Office of Employee & Labor Relations or designee and the Union.

Step 2.

In the event the grievance is not satisfactorily adjusted at Step 1, the aggrieved employee (or the Union, with the employee's express permission), within ten (10) days after receipt of the Step 1 answer, may submit a written appeal of the Step 1 answer to the Vice President and Provost in the employee's chain of command, or his or her designee, with a copy to the Director of the Office of Employee & Labor Relations or designee and the Union. The Vice President and Provost, or designee, shall schedule a meeting with the aggrieved employee, and representative of the union, to be held not more than fourteen (14) days after receipt of the Step 2 appeal. The Vice President and Provost, or designee, shall submit a written answer to the

aggrieved employee within fourteen (14) days after the Step 2 meeting, with a copy to the Director of the Office of Employee & Labor Relations or designee and the Union.

Step 3.

In the event that the grievance is not satisfactorily adjusted at Step 2, the aggrieved employee (or the Union, with the employee's express permission), within ten (10) days after receipt of the Step 2 answer, may submit a written grievance appeal to the Senior Vice President for Academic Affairs, or designee, with a copy to the Director of the Office of Employee & Labor Relations or designee and the Union. The Senior Vice President, or designee, shall schedule a meeting with the aggrieved employee, and representative of the union, to be held not later than fourteen (14) days after receipt of the Step 3 appeal. The Senior Vice President, or designee, shall submit a written answer to the aggrieved employee within fourteen (14) days after such meeting, with a copy to the Union.

(C) Written Presentation.

All grievances presented at Steps 1 through 3 of this Section 4.1 shall be in writing on a form agreed to by the parties and provided by Management, signed by the aggrieved employee (or by the Union with the employee's express permission), and set forth the specific provisions of the Agreement alleged to have been violated and the specific relief sought by the aggrieved employee, or the grievance shall be deemed to have been waived.

(D) Procedure in Cases of Discharge.

Before a discharge becomes effective, an employee recommended for discharge under Section 6.2 of this Agreement shall receive written notice of the basis for the recommendation, the evidence against him or her, and the opportunity to present his or her side to the recommending authority. A grievance regarding a recommendation for discharge shall be filed with the Director of the Office of Employee & Labor Relations or designee within ten (10) days of the date of the recommendation. The Director of the Office of Employee & Labor Relations or designee shall process the grievance at Step 3 of the grievance procedure.

(E) Union Representation.

(1) Copies of Written Grievances.

Upon receipt of a written grievance or written appeal submitted by an employee in accordance with the procedure set forth in Steps 1 through 3 of this Section 4.1, Management shall furnish a copy of same to the Union. A copy of any written answer of Management under Steps 1 through 3 of this Section 4.1 shall be forwarded to the Union simultaneously with its submission to the aggrieved employee.

(2) Representation at Grievance Meetings.

An employee may be represented at the meetings held pursuant to Steps 1 through 3 of the procedure set forth in this Section 4.1 by a Union representative unless the aggrieved employee decides to represent himself or herself.

Section 4.2 - Arbitration.

(A) Election of Arbitration.

The Union, with the written concurrence of the aggrieved employee, may submit a grievance that has been properly processed through the procedure set forth in Section 4.1 of this Article to final and binding arbitration. The election of arbitration shall be made by submitting written notice of such intent, signed by both the aggrieved employee and a Union representative, to the Director of the Office of Employee & Labor Relations or designee within ten (10) days after receipt of the answer at Step 3 of Section 4.1(B) of this Article.

(B) Selection of Arbitrator.

Management and the Union agree to maintain at all times, a panel of three (3) named arbitrators, one (1) of whom shall be appointed to hear each grievance that is appealed to arbitration pursuant to Section 4.2(A) of this Agreement. Rotation of arbitration cases among such arbitrators shall be in alphabetical order by the arbitrator's last name. As of the effective date of this Agreement, Management and the Union have selected Charles Feigenbaum, Ira Jaffe, and Michael Wolf as members of said panel. If one such arbitrator is no longer able to serve, Management and the Union shall immediately name a replacement arbitrator. The replacement arbitrator shall assume the order in the rotation held by the arbitrator that he or she is replacing. Except in the case of the voluntary resignation of a named arbitrator, no arbitrator may be removed by Management or the Union, except by mutual agreement of Management and the Union, or for cause. If Management or the Union appeals the decision and award of an arbitrator to a court of appropriate jurisdiction, that arbitrator shall be suspended from appointments under this Agreement pending such appeal and shall be removed if the decision and award is not upheld in full.

(C) Jurisdiction of Arbitrator.

The jurisdiction and authority of the arbitrator of the grievance and the opinion and award of the arbitrator shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Agreement at issue between the Union and Management. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure; or to consider any term or condition of employment or any other matter not expressly set forth within a provision of this Agreement. The arbitrator shall not hear or decide more than one grievance at one time without the mutual consent of Management and the Union. The opinion

and award of the arbitrator on the merits of any grievance adjudicated within his or her jurisdiction and authority, as specified in this Agreement, shall be served on both parties.

(D) Fees and Expenses of Arbitration.

The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 4.3 - Time Limitations.

Whenever used in this Article 4, the word "days" shall mean all days during the calendar year other than Saturdays, Sundays, and days designated as holidays by Management. The time limits set forth in this Article are essential to this Agreement. Said time limits may be extended only by mutual agreement of Management and the Union and the aggrieved employee. If the Union or the aggrieved employee fails to comply with the time limits set forth in this Article, the grievance shall be deemed to have been waived. If Management fails to comply with any time limits set forth in this Article, the grievance shall automatically proceed to the next step.

Section 4.4 - Method of Delivery.

For the purposes of this Article, a grievance, appeal, or Management answer is "submitted" only if it is delivered by hand to the office of the appropriate person as set forth in Section 4.1, or mailed to that person by certified mail, return receipt requested, through the United States Postal Service.

ARTICLE 5 - SENIORITY

Section 5.1 - Definition.

As used in this Agreement, an employee with the highest rank shall be considered the most senior. Where two or more employees are of equal rank, the employee having the greatest number of years of service at the College shall be considered most senior.

Section 5.2 - Termination of Seniority.

An employee's seniority shall terminate without recourse under the provisions of this Agreement if the employee voluntarily resigns, is discharged for cause, or does not provide services under this Agreement for more than two academic years. The termination of seniority shall not affect an employee's rank should the employee become reemployed.

Section 5.3 - Consideration of Seniority in Assignment.

If, after all course sections have been assigned in a semester, a course section becomes available because of enrollment demands or because an employee is unable to fulfill the assignment and Management determines that the course section will be assigned to existing adjunct faculty, Management shall, in its discretion, determine the qualifications and the factors involved in selection of those employees available to teach the course. If Management