A

Collective Bargaining Agreement

between

Des Moines Area
Community College
Higher Education Association

and

Des Moines Area
Community College
Board of Directors

August 15, 2026 – August 14, 2029

TABLE OF CONTENTS

ARTICLE		PAGE
I	Recognition	3
II	Contract Grievance Procedure	4
III	Salary Schedule	6
IV	Coverage and Leaves of Absence	12
	Leaves of Absence	12
V	Safety	15
VI	Additional Pay	16
VII	Compliance and Duration	18
Appendix A	Salary Ranges	19

ARTICLE I
RECOGNITION

Section A. Recognition Clause

The Employer hereby recognizes the Des Moines Area Community College Higher Education Association for the term of their PERB certification as the exclusive and sole bargaining agent for the bargaining unit described as follows:

INCLUDED: All full-time and regular part-time* teachers, program chairpersons, pathway chairpersons, media specialists, librarians, and counselors.

EXCLUDED: Department directors, supervisors, coordinators, administrators, classified staff (secretarial-clerical), support staff (paraprofessional), interim term employees, non-regular part-time faculty and all Employees defined in Section 4 of the Public Employment Relations Act, and all other employees of the Des Moines Area Community College.

*Regular part-time means service during two consecutive semesters in any school year, excluding the summer semester, consisting of more than eight (8) Equivalent Credit Hours as defined by the Faculty Load Procedure.

Section B. Definitions

1. The term "Employer" as used in this Agreement shall mean the Des Moines Area Community College's (merged XI) duly authorized representatives.

2. The term "Employee" as used in this Agreement shall mean all professional employees represented by the Association in the bargaining unit as defined by the Public Employment Relations Board. Full-time shall mean employees who are so designated in the Human Resources Office.

3. The term "Association" as used in this Agreement shall mean the Des Moines Area Community College Higher Education Association.

4. College calendar shall mean the Board approved calendar. The Board approved calendar will designate the contractual duty days for teaching faculty.

5. Contract Grievance - Contract grievance is a claim by an employee, hereinafter to be known as the grievant, of an alleged misinterpretation or misapplication of a specific article or section of this Agreement.

6. Contractual days shall mean the total number of days a unit member is accountable to the College as indicated by their individual contract. Contractual days include any day on which an employee covered by this Agreement is required to carry out their duties, exclusive of holidays and weekends.

7. Professional days are contractual days faculty will use to prepare for teaching, professional development and/or institution building. Four professional days outside the normal teaching terms will be designated as staff development and/ or president's days. All faculty will be required to attend activities on the four days so designated. Three days will be scheduled by the administration and one will be selected by the Association.

ARTICLE II
CONTRACT GRIEVANCE PROCEDURE

Section A. Definition

A. Contract grievance is a claim by an employee, hereinafter to be known as the grievant, of an alleged misinterpretation or misapplication of a specific article or section of this Agreement.

Section B. Procedures

1. Step One - Within fifteen (15) working days of the event (involving the grievant) giving rise to a grievance or within fifteen (15) working days from the date which the grievant should have had reasonable knowledge of the event, condition, or act, the grievant will present the grievance to the immediate supervisor. The purpose of this step is to resolve the grievance via informal, verbal discussion with the immediate supervisor.

2. Step Two - If the grievance cannot be resolved in Step One, the grievant may submit a written statement of grievance to the appropriate Vice President or designee with a copy to the Association and the Human Resources Office. This submission shall be within fifteen (15) working days from the date of the informal hearing. The written statement of grievance shall name the grievant, shall state the facts giving rise to the grievance, shall identify the specific section of this Agreement alleged to be violated, shall state the contention of the grievance with respect to the contract section, shall indicate the relief requested and shall be signed by the grievant. Within ten (10) working days of receipt of the written grievance, the grievant, an Association representative, the appropriate Vice President or designee shall meet and ten (10) working days thereafter the appropriate Vice President or designee shall make a decision on the grievance and file a response in writing to the grievant and the Association.

3. Step Three - If the grievance is not resolved in Step Two, the grievant may submit the written grievance to the President with notice to the Association. This submission shall be within five (5) working days of the written decision rendered in Step Two. Within ten (10) working days, the grievant, an Association representative, and the President (and/or designee) shall meet and the President shall ten (10) working days thereafter, render a written decision with copies to the grievant and the Association representative.

4. Step Four - If the grievance is not resolved in Step Three, the grievant and the Association will submit written notification simultaneously to the President and the American Arbitration Association within twenty (20) working days of the answer in Step Three, requesting a list of arbitrators. The arbitrator will review the grievance and render a final and binding decision. The expenses incurred by the arbitrator and any mutual fees for arbitration services will be shared equally by the Employer and the Association, but each party will pay the fees incurred in the presentation of its case. Whenever possible grievance hearings will be scheduled after 5 p.m.

Section C. Powers of the Arbitrator

1. It shall be the function of the arbitrator to make decisions in grievances of alleged misinterpretation or misapplication of specific sections of this Agreement.

2. The arbitrator's powers will be limited to the extent that they shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

Section D. Time Limits

1. The failure of a grievant to act within the prescribed time limits will act as a bar to any further appeal.

2. The failure of an administrator to give a decision within the prescribed time limits shall permit the grievance to proceed to the next level.

3. Any grievance not appealed within the time limits shall be deemed settled on the basis of the Employer's last answer.

4. Time limits may be extended by mutual consent of the Employer and the grievant at which time the new date shall be controlling.

Section E. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any participant.

ARTICLE III
SALARY SCHEDULE

Section A. Definition

The salary schedule is a system for guiding the placement of new employees, the advancement of employees based upon completion of pre-approved staff development activities, and the vertical movement of employees based upon rendering satisfactory service to the Employer. The schedule is intended to recognize that new employees have a variety of backgrounds and that employees' development can occur via college course work, industry/business training, directly related work experience, and industry-recognized certifications or licensure.

Section B. Guidelines and Procedures for Initial Placement of New Employees

1. Initial placement of new employees shall be made by the Employer following evaluation of new employee's professional experience, training received in industry, college credits earned, and directly related work experience. Evidence of professional experience, training received, work experience and college credit shall be documented as the Employer requires.

2. The procedure for initial lane placement of new employees shall be as follows:

   a. Step One - New employees will be placed on Lane 180 if they have, 1) a baccalaureate degree or 2) journeyman status or its equivalent.

   b. Step Two - Initial placement beyond Lane 180 may be granted for course work (beyond that credited in Step One) directly related to a new employee's assignment at the College by evaluating the course work and applying the following S.D.U. formula:

      Number of S.D.U. - Number of Quarter Hours x 1
      Number of S.D.U. - Number of Semester Hours x 1.5

      The number of S.D.U. for directly related course work to be granted (beyond Step One above) will be added to 180 S.D.U.

      Possession of a doctoral degree shall result in a faculty member automatically being placed in Lane 315 of the salary schedule, regardless of the number of credits earned in that terminal degree. College work applicable for credit would be course work directly related to an employee's professional assignment at Des Moines Area Community College, course work contributing to a degree in a new employee's teaching field, and/or course work in education methodology and theory. Beyond the last acceptable degree to be applicable for placement, all graduate credits must be given a "B" grade (or higher) and all undergraduate credits must have been given a "C" grade (or higher).

      For institutions grading on a "Satisfactory" "Unsatisfactory" or equivalent standard, the grades must be acceptable toward a degree at that university.

   c. Step Three - Initial placement beyond Lane 180 may be granted for industrial/business training directly related to a new employee's assignment at the College by evaluating the industrial/business training and applying the following S.D.U. formula:

      Number of S.D.U. - Number of Clock Hours In Industry/Business School ÷ 30

      The number of S.D.U. for directly related industrial/ business training to be granted (beyond Step One) will be added to 180 S.D.U.s. Training applicable for credit shall

have been sponsored by a reputable organization, conducted by a qualified trainer, guided by clear objectives in a setting appropriate to formal training and received in the past eight years. Regular meetings and conventions of associations (or societies) and meetings called by the Department of Education are not considered in computing this credit. Workshops or seminars sponsored by schools during in-service periods are also not applicable. This provision applies only to new employees in the following two areas:

1. Career Education programs
2. Selected college parallel career option programs

d. Step Four - Initial placement beyond Lane 180 may be granted for work experience not credited in Step One directly related to a new employee's assignment at the College by evaluating the work experience and applying the following S.D.U. formula:

Number of S.D.U. - Number of Clock Hours of Approved Work Experience ÷ 177 for First Four Years, Beyond that Credited in Step One.

For faculty on schedule prior to academic year 2026-27, S.D.U. credit for work experience shall be limited to the equivalent of four (4) years of experience.

Beginning with faculty on schedule for academic year 2026-27 and beyond, credit for work experience shall be calculated for up to ten (10) years of directly related work experience.

Work experience beyond the applicable cap shall not generate additional S.D.U. credit for lane placement.

Work experience applicable for credit must have contributed substantially to the new development of competencies directly related to the new employee's assignment at the College, and be beyond that needed to achieve placement in Lane 180. This provision applies only to new employees in the following two areas:

1. Career Education programs
2. Selected college parallel career option programs

e. Step Five - Computations. The appropriate lane for initial placement of new employees will be determined by summing the S.D.U. totals determined by the Employer in Steps One through Four above.

No fixed cap shall limit the combined S.D.U. accumulation from Steps Three (industrial/business training) and Step Four (work experience).

f. S.D.U.s credited for initial placement using the steps outlined above that exceed those needed for a given lane placement but insufficient to place the new employee at the next lane, shall be documented and banked for possible future use for advancement on the salary schedule as governed by the provisions of Section C in this Article.

3. The procedure for initial level placement of new employees shall be as follows:

   a. Step One - The number of full years of directly related professional experience (teaching, counseling or media experience) on a regular contractual basis shall be evaluated for determining initial level placement. Teaching as an adjunct instructor at a College or University shall be counted, provided that the teaching can be verified within 30 days after their start date and is relevant to the teaching assignment for which they are being hired. Experience shall be counted in a similar manner that DMACC adjunct teaching is currently calculated. Teaching as a graduate assistant or student teacher shall not be counted. Further, only up to a maximum of ten (10) years of professional experience may be credited.

      However, credit for such experience may only be given for that experience directly related to a new employee's primary assignment at Des Moines Area Community College.

   b. Step Two - The number of full years of directly related work experience, not counted earlier in the provision, initial lane placement (Article III, Section B-2) shall be evaluated for determining initial level placement. Only that work experience directly related to a new employee's assignment shall be considered. Work experience applicable for consideration must be beyond that needed to be placed on Lane 180 (earned journeyman's status or its equivalent). In any case, no more than ten (10) years of work experience may be considered for initial level placement. This provision applies only to new employees in the following two areas:

      1. Career Education programs
      2. Selected college parallel career option programs

   c. Step Three - Computations. The initial level placement for new employees shall be determined by summing the level credit granted by the Employer in Step One and Step Two except that no more than a combination of ten (10) years of experience may be granted. Beginning with FY '24, the beginning level placement of a new employee shall be Level 8, with those having 9 or 10 years of experience placed at Level 9 and 10 respectively.

      In no case may a new faculty member be placed higher on the salary schedule than someone with like years of experience without a placement above schedule for a difficult to fill position.

      Faculty members hired for the FY '04 contract year, who began employment prior to November 1, 2003, shall not have their original level placement on the faculty salary schedule reduced even if the original placement resulted in placement on a level higher than an existing faculty member with equivalent years of experience.

4. The Employer may place a new employee above/off schedule in difficult to fill positions following a meeting with the Association to explain why placement above/off schedule is deemed necessary.

5. After initial level and lane placement of a new employee has been completed, the education, training, work experience, or other background received prior to the first date of the new employee's first individual contract, shall not be considered for advancing on the salary schedule (except for item 2f of this article).

6. The employer agrees to notify the President of the Association of the names of new hires represented by the Association. This shall be done within two working days following the commencement of employment.

Section C. Guidelines and Procedures for Advancement on the Salary Schedule

1. Advancement on the schedule is defined as horizontal change from one lane to another lane. Advancement will be granted upon earning staff development units (S.D.U.) for completing pre-approved work experience, attending pre-approved training, completing pre-approved courses, and/or earning industry-recognized certifications or licensure related to the employee's assignment

2. Procedure for advancement on the salary schedule shall be as follows:

   a. Step One - The employee shall submit an approval form for staff development unit consideration which shall include the course work, special training, and/or directly related work experience that the employee proposes to undertake for purposes of advancement.

   b. Step Two - The Employer shall evaluate the plan using the following guidelines:

      1) Consideration for Evaluating Training - In computing S.D.U. credit for training, only noncredit training directly related to the employee's assignment shall be considered. Training applicable for credit shall have been sponsored by a reputable organization, conducted by a qualified trainer, guided by clear objectives and in a setting appropriate to formal training. Regular meetings and conventions of associations (or societies) and meetings called by the Department of Education will not receive S.D.U. credit. Workshops or seminars sponsored by the College during inservice periods are also not applicable. The following formula will be used to calculate S.D.U. to be awarded upon successful completion of the pre-approved training.

         Number of S.D.U. - Number of Clock Hours in Noncredit Training ÷ 30

      2) Considerations for Evaluating Work Experience - In computing S.D.U. credit for work experience, only that directly related to an employee's assignment shall be considered. Work experience applicable for credit must be beyond the learning or apprenticeship period (usually 3-5 years) appropriate to a given occupation. This provision applies only to employees in career and selected para-professional programs. The following formula will be used to calculate S.D.U. to be awarded upon successful completion of pre-approved work experience.

         Number of S.D.U. - Number of Clock Hours of Approved Work Experience ÷ 40

3) Consideration for Evaluating College course work - In computing credit for college course work, course work directly related to an employee's professional assignment at Des Moines Area Community College, course work contributing to a degree in an employee's teaching field, or course work in educational methodology and theory may be credited. All graduate credits must have been given a "B" grade (or higher) and all undergraduate credits must have been given a "C" grade (or higher). For institutions grading on a "satisfactory/ unsatisfactory" or equivalent standard, the grades must be acceptable toward a degree at that university. Advanced research credit, in connection with an advanced degree, shall not be counted unless the research has been successfully completed and the degree awarded. (S.D.U. shall not be granted for any course work, industry schools or work experience completed or in progress before June 1, 1975.) The following formula will be used to calculate S.D.U. to be awarded upon successful completion of pre-approved college coursework.

Number of S.D.U. - Number of Quarter Hours x 1
Number of S.D.U. - Number of Semester Hours x 1.5

4) Consideration for Evaluating Certifications and Licensure - In computing S.D.U. credit for certifications and licensure, only certifications or licensure directly related to the employee's assignment shall be considered.

Certifications or licensure may be considered if they:

a. Maintain required qualifications or continuing education for the employee's role;
b. Reflect current industry standards relevant to the employee's teaching assignment; or
c. Improve the employee's ability to delivery instruction aligned with workforce needs.

The following S.D.U. values shall apply upon successful completion of approved certifications or licensure:

1. Certifications required to maintain licensure or program credentials = 2 S.D.U.s.
2. Initial industry-recognized certifications aligned with the employee's teaching assignment = 6 S.D.U.s.
3. Initial advanced or high-impact credentials with significant instructional value = 10 S.D.U.s.

Determinations regarding certification categories and applicability shall be made by Academic Affairs, in consultation with appropriate Career and Technical Education (CTE) leadership or subject matter experts.

Certifications and licensure must be documented through official verification from a recognized certifying or accrediting organization related to the employee's instructional assignment.

c. Step Three - The Employer may approve, disapprove, or modify the proposed individual staff development plan and notify the employee in writing within twenty (20) working days from the date of receipt by Human Resources. Determinations related to certifications and licensure shall be made in consultation with appropriate Academic Affairs and CTE leadership.

d. Step Four - The employee may execute the approved plan, and upon satisfactory completion is responsible for presenting evidence of completing the development activity to the Human Resources Office. Work experience hours must be documented by letters from former employers. Training must be documented by certificates of completion and/or letters from the trainer which should specify the number of clock hours completed or other evidence judged adequate by the Employer. Evidence of earned college credit must be in the form of official transcripts which bear the signature and seal of the college registrar. Certifications and licensure shall be documented through official verification of completion, issuance, renewal, or other documentation accepted by the Employer.

e. Step Five - Advancement on the schedule by the employee shall be executed only once a year at the beginning of the contract year. The beginning of fall semester of each year is the deadline for any employee who is seeking advancement to present evidence (the approval for any activity and evidence of completion) to the Human Resources Office. The responsibility for initiating advancement action is solely that of each employee. S.D.U. credit will not be awarded for activities for which the College has paid any expenses, tuition, fees, travel, lodging or meals.

Section D. Guidelines and Procedures for Movement on the Schedule

1. Movement on the schedule is defined as vertical change from one level to another level.

2. Employees will progress one full level (1.0) as they complete each fiscal year of service to the College until they reach the top of their lane.

3. Part-time employees will progress one full level (1.0) as they complete each fiscal year of service to the College until they reach the top of their lane. However, when a part-time employee is employed on a full-time basis, they will be placed on a level consistent with the number of full years of Des Moines Area Community College experience which they have accumulated by summing the total part-time experience completed.

4. Movement on the schedule will be made annually (until an employee reaches maximum) by the Employer at the effective date of the employee's individual contract. An employee hired during the contract year or an employee who for some period of the contract year has been on leave of absence without pay, shall be eligible for movement of one (1) full level if such employee has been on duty for six (6) months or more and worked more than half-time during the contract year. Employees in the two categories above shall be eligible for movement one-half (1/2) level if they have worked half-time or less or have been on duty during less than six (6) months of the contract year. An employee who is not on duty during the contract year or starts employment after the spring term shall receive no level movement for the subsequent year.

Section E. Salary Schedule Interpolation

Salary schedule interpolation from nine (9) month contracts to twelve (12) month contracts will be made by the following calculation: nine (9) month schedule salary x (1 + salary schedule interpolation number).

Salary schedule interpolation number for FY27 is .25694.

Section F. Salary Schedule Format

The index formula for the salary schedule is 4.1251% of the generator base between full levels and between lanes as indicated in the pay schedules.

Section G. Longevity Pay

Employees off the salary schedule will receive an across the board longevity increase of 3.0% in FY27. An employee who is not on duty during a contract year shall receive no increase for the subsequent year.

Section H. Pay Schedules and Pay Procedures

Pay schedules and relevant pay procedures are established yearly in a published payroll calendar. The pay schedule and pay intervals will generally follow the same pay schedule from year to year unless DMACC and HEA mutually agree to alter that schedule. The HR pay procedures associated with the pay schedules are hereby incorporated into the terms of this agreement. If substantive changes are necessary, the HEA will be provided notice of those changes before implementation.

Beginning with Fall 2025, three additional contractual workdays will be added for new faculty with contracts (totaling five days) starting in the fall semester. For those who start in January, the first required service day will be the first business day after the winter holiday. Those who start in May, the first required service day will be five business days prior to the start of the summer term. These additional days are for the purpose of new faculty orientation/training. After the first year of employment the contractual workdays for these new faculty will be the same as other continuing faculty. The additional days are not added for new Counselors and Librarians as they are already contracted for these days.

ARTICLE IV
Coverage and Leaves of Absence

Section A. Coverage

1. Salary Reduction Dependent Care

   An eligible employee may elect to set aside dollars for Dependent Care expenses as defined by federal law. This will allow the employee to reduce their taxable income by the amount they determine will be needed for Dependent Care expenses during the year.

2. Workers' Compensation

   Each employee shall be covered by Workers' Compensation paid for by the Employer. Sick leave benefits paid to the employee shall be integrated with Workers' Compensation benefits paid, so that the total dollars received by the employee shall not exceed one hundred (100) percent of the employee's individually contracted base salary.

Section B. Leaves of Absence

1. Sick Leave

   All full-time employees, after the effective date of the contract and having reported for duty, will accrue fifteen (15) days sick leave for personal illness or injury with full pay at the rate of one and one-fourth (1 1/4) days per month. The sick leave provisions only apply to personal illness or injury including that caused by illness of a member of the immediate family. Immediate family shall mean spouse, children (including step-children), and parent (including step-parent). Unused days shall be cumulative to a maximum of one hundred (100) days. An employee who begins the fiscal year with one hundred (100) days accumulation will not be credited with less than one hundred (100) days unless such employee uses more than fifteen days during the fiscal year.

   A statement from a doctor of the employee's choice is required for absences due to illness beyond four (4) working days. However, in determining sick or disabled status, the Employer, at Employer expense, reserves the right to require examination by a doctor selected by the Employer. Sick leave for employees working at least one-half time, but less than full-time, shall be prorated by a ratio based upon their individual contract. Sick leave will be integrated with Disability and Workers' Compensation so that the total dollars received by the employee shall not exceed one hundred (100) percent of the employee's individually contracted base salary.

2. Bereavement Leave

   All full-time employees after the effective date of the contract and having reported for duty, may be granted up to five (5) working days of leave annually at full pay to be used upon approval of the Employer, for attendance at funerals, visitations, or other purposes directly related to a death.

   Such leave will not be cumulative. Such leave for employees working at least one-half time, but less than full-time, shall be prorated by a ratio based upon their individual contract.

3. Personal Leave

A full-time 9 month employee may be granted three (3) days for personal leave each contract year. One day may carry over to the next year for a maximum of four (4) days in any one contract year. A full-time 9 month employee with a full-time summer teaching load shall receive a fourth personal day to be used by the end of the contract year. The fourth personal day may not be carried over into the next contract year. A faculty member may not be granted more than four (4) personal days in a contract year.

A full-time 12-month employee may be granted four (4) days (non-cumulative) for personal leave each contract year.

To be eligible for such leave, the employee shall have written approval from their supervising administrator. Personal leave may be granted for any contractual day except those designated as a staff development or President's Days. Such leave for employees working at least one-half, but less than full-time, shall be prorated by a ratio based upon their individual contract.

4. Jury Duty

When an employee is required to serve on a jury, the absence from work for this reason will be excused without loss of pay. The jury duty pay received by the employee must be turned into the Business Office or an equivalent amount deducted from the regular monthly wage. Employees are expected to report back to their working assignment during a normal work day when their presence is not required by the court.

5. Military Leave

Employees who are members of the National Guard, or any organized reserve of the Army, Navy, Marine Corps, Coast Guard, or Air Force which require periods of training are permitted to be absent from work for the purpose of receiving military training when ordered by proper authority to active state or federal service. The first 30 work days each calendar year shall be paid.

6. Leave of Absence Without Pay

With the President's approval, a leave of absence without pay, not to exceed twelve (12) months, may be granted to full-time employees or regular contract part-time employees with at least three (3) consecutive years with the College for purposes of professional development. Further, full-time and regular part-time employees with special personal or medical problems may be granted leave without pay not to exceed twelve (12) months. An employee desiring a leave of absence should make written application at least three (3) months prior to the time leave is to begin. For leaves of more than four (4) months duration, ninety (90) days prior (thirty (30) days prior in the case of shorter leaves) to the time of leave termination the employee shall notify the President in writing of their interest in returning. If notification does not occur, it shall be assumed that no return is planned.

The Employer, in granting a leave of absence, implies that it will return the employee to a position which in the determination of the Employer is the same or similar to that in which the employee formerly served if a vacancy exists for which they are qualified.

Upon return to employment, the accrued sick leave and experience credits earned prior to the leave shall be credited to the employee.

7. Family and Medical Leave Act

All Regular employees who have worked for the College for at least 12 months and have worked at least 1,250 hours in the preceding 12 months shall be eligible for Family Medical Leave each fiscal year as specified in federal Family Medical Leave regulations.

Section C. Vacations and Holidays for Counselors and Librarians

1. Counselors and Librarians will work all assigned duty days exclusive of holidays and weekends unless the Employer has approved a leave.

2. Vacation shall be accrued on a monthly basis at a rate of 2.08 days per month. The vacation year shall start July 1 and end June 30. Vacation will accrue in any month in which the employee started before the fifteenth day of the month. Vacation may be used in the month following accrual.

   a. When the college is closed between Christmas and New Year's Day holidays, no vacation leave is required.

   b. There is not a maximum on the amount of accumulated vacation leave that may be carried over from one fiscal year to the next. Human Resource Procedure HR3705 Vacation Leave will be followed regarding maximum amounts of vacation leave that may be used within specified timeframes and maximum amount of vacation leave that may be paid out upon resignation.

3. Counselors and Librarians are entitled to the following days off with pay if such day falls on one of their assigned duty days:

   1) New Years Day ..... (January 1)
   2) Martin Luther King's Birthday
   3) Memorial Day ..... (Last Monday in May)
   4) Independence Day ..... (July 4)
   5) Labor Day ..... (First Monday in September)
   6) Thanksgiving Day ..... (Fourth Thursday in November)
   7) Friday after Thanksgiving
   8) Christmas Day ..... (December 25)
   9) Two days to be assigned at Christmas by the Board

A holiday falling on a Saturday or a Sunday shall be observed on the Friday or Monday respectively.

ARTICLE V
SAFETY

Section A. Responsibilities

The Employer shall endeavor to provide and maintain a safe place of employment. Employees shall endeavor in the course of performing professional duties associated with their employment to be alert to unsafe practices, equipment or conditions and report these to their immediate supervisor.

Section B. Referral

If the problem cannot be informally corrected by the immediate supervisor and the employee, it shall be processed under the grievance procedure.

ARTICLE VI
ADDITIONAL PAY

Section A. Coaching Duties

Release time in lieu of compensatory pay for coaching responsibilities will be the Employer's first consideration. Release time shall be awarded at the following rate:

1. Four (4) ECHs of release time for coaching drama productions.

2. Four (4) ECHs of release time for coaching athletic activities.

In the event the Employer finds that release time for such duties is not possible or practical, coaching responsibilities shall be compensated at the current temporary coach rate approved by the Board.

Section B. Payment of Overloads

The Des Moines Area Community College and the Des Moines Area Community College Higher Education Association hereby agree that the following rates will be paid on overload:

1. Rates

   Independent Study - Current Tuition Rate per credit
   Credit courses - 100% of adjunct pay rate
   Non-credit courses - Pay is the same as adjunct pay rates for non-credit courses.
   Counselors/Librarians - Same as adjunct pay rates for these groups.

2. For faculty with standard contracts, a full load will be 15-16 ECH's in Fall or Spring term (or 10-11 ECH's in Summer term). Overload will occur when an employee exceeds 16 ECH's (or 11 in Summer term).

   When overload occurs, teaching faculty with standard contracts will be paid overload for any ECH's in excess of 15 (or 10 in Summer term). Librarians will be paid overload for any ECH's in excess of 16 (or 11 in Summer term). Counselors will be paid overload for any ECH's in excess of 15.5 (or 10.5 in Summer term).

   Non-credit classes may be used to meet the minimum contract requirements for full load for instructors whose regular position includes non-credit teaching. Non-credit classes taught as part of one's normal load will be paid the same as credit classes contributing to full load.

Section C. Travel Pay

Teaching faculty members governed by this contract who are given a teaching assignment of a regular class (lecture/lab) at a campus other than the one to which they are regularly assigned will be paid for travel time on the following basis:

Distance < 25-mile radius	No payment
Distance ≥ 25-mile radius	$.30/mile for travel time

Section D. Pay for On-Line Teaching

$100.00 per ECH for the first time a course is taught on-line
Employees will be paid $50.00 an hour for training to teach on-line courses.

ARTICLE VII
COMPLIANCE AND DURATION

Section A.

This agreement shall remain in force and effect from 12:01 a.m. August 15, 2026, until midnight August 14, 2029. Any adjustments in salary will be effective the first full pay period of each new school year. FY28 salaries are open for negotiation. If either party wishes to reopen any section of the contract, the party seeking reopening will provide notice of 180 calendar days prior to the Employer's certified budget submission date of the desire to reopen the contract language and parties will in good faith negotiate on that provision.

Section B.

This agreement shall automatically continue in force and effect for subsequent contract periods unless either party to the Agreement gives the other party written notice to terminate, amend, or modify such Agreement no less than 180 calendar days prior to the Employer certified budget submission date.

Section C.

This agreement constitutes the entire and complete agreement on articles contained within this document for the term and supersedes all previous agreements. Any amendment supplemental hereto shall not be binding on either party unless executed in writing by both parties. Neither party waives any Section of the **Code of Iowa**, Chapter 20, by virtue of this section. Any alleged violation of Chapter 20 shall not be subject to Article II Grievance Procedure, but shall be resolved through application of procedures provided for in **Code of Iowa**, Chapter 20.

Section D.

This agreement will be administered in such a manner as to maintain the principles of non-discrimination outlined in DMACC's Affirmative Action Plan.

Section E.

In the event that any article, section or portion of this Agreement is found to be contrary to state or federal law, then such article, section or portion shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect.

Section F.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective chief negotiators and their signature placed thereon, on this 22 day of June, 2026.

BY _____
FOR THE ASSOCIATION

BY _____
FOR THE BOARD

APPENDIX A
SALARY RANGES

For the Faculty Pay Schedules, click on the following link:

https://dmaccit.sharepoint.com/sites/hr/SitePages/payroll.aspx