

8/31/93

AGREEMENT

between the

SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION

and

GLEN OAKS COMMUNITY COLLEGE BOARD OF TRUSTEES

1990-1993

Glen Oaks Community College

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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ARTICLE II

Board of Trustees Relationship

- A. The Board shall make available to the Senate, upon its reasonable request, and within three (3) weeks thereafter, such nonconfidential statistics and financial information, related to Glen Oaks Community College and in possession of the Board, as are necessary for negotiation 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 that are not already compiled in that form unless mutually agreeable.

- B. The President of the Senate shall be furnished with a copy of the Agenda of each public meeting of the Board with all the normal nonconfidential attachments at the time regular distribution is made.
- C. The President of the Senate shall be furnished with a copy of the unapproved and approved minutes of each public meeting of the Board at the same time regular distribution is made.
- D. Items requested by any professor(s) represented by the Faculty Senate will be entitled to appear on the Board agenda. Said professors may discuss, if they so choose, the agenda items with the Board. In particular, the Senate shall be given the opportunity to advise the Board with respect to any major revision of educational policy and construction programs, when pertinent to the quality of instruction, prior to their adoption and/or general publication. Acceptance for discussion of items requested by professors and appearance before the Board will be in accordance with the following procedures:
1. Prior to the item's adoption on the Board agenda, the professor(s) will discuss the issue with the appropriate administrator(s).
 2. The professor(s) will document in writing summaries of discussions with appropriate administrator(s) which show the College President that a concerted effort has been made to resolve differences before the item is accepted for the Board agenda. Once the College President receives documentation, items presented by the professor(s) shall be accepted for the Board agenda provided written notification is submitted to the College President by noon on Wednesday the week preceding a regularly scheduled meeting.
 3. It is understood that items requested by the professor(s) and ensuing discussion with the Board in no way obligates the Board, or abridges its rights, in final decisions affecting revisions of educational policy and/or construction programs. The role of the Senate is limited to advisement. However, it is understood the failure to grant the professor(s) hearing for presentment of considered opinion in these matters is a violation of this

Agreement, recourse for which is described by and limited to the Grievance Procedure (Article XI).

4. Appearance before the Board by professor(s) represented by the Faculty Senate is not to be construed as representation of recommendations on educational policy and/or construction programs determined jointly by the several agents constituting the College Forum.

Likewise, procedures outlined in this section of the Agreement (except as qualified in Article II, Section D-3) preclude appearance before the Board on items of wages, hours, or working conditions inasmuch as such items appear before the Board only in conjunction with the provisions and procedures outlined in Article XI.

- E. The Senate will be permitted to make use of school facilities and equipment including typewriters, duplicating equipment, calculating machines, and all other types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Equipment shall not be removed from the premises without agreement of the administrator responsible for such equipment.
- F. The Faculty bulletin boards and other media of teacher communication for official college business may be used by the Faculty Senate, provided that all Senate materials are clearly identified as such and the Senate assumes all responsibility for such materials.
- G. The Board of Trustees of the district in its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all rights, power, authorities, duties, and responsibilities conferred upon Michigan and the statutes and the Constitution of the United States of America. These rights and responsibilities within the context and stipulations of this Agreement shall include items such as the following:
 1. The executive management and regulation of the district and its properties, facilities, programs, and employees which include:
 - a. Establishment and maintenance of educational policy.
 - b. The construction or acquisition and maintenance of buildings and equipment.
 - c. Final decision on establishing individual courses and programs of instruction including special programs.
 - d. Keeping the college buildings, equipment, and instructional equipment in good repair and furnishing materials, equipment, and non-teaching services for conducting the college properly.
 2. The hiring, retaining, paying, promoting, and dismissing of the employees represented by the Faculty Senate.

The exercise of these rights, powers, authorities, duties, and responsibilities by the district and the adoption of such rules, regulations, and policies as it may deem necessary shall be consistent with such statutory and constitutional provisions, and the Board or administrative agent shall be free to exercise all such rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement.

- H. In matters related directly to instruction which affect the ongoing education programs of the college, professors shall have an opportunity to advise the appropriate administrator(s) on the following items:
1. Course scheduling.
 2. Course evaluation procedure.
 3. Course addition, deletion, and revision.
 4. Materials and supplies budgets.
 5. Equipment purchases and budgets.
 6. Rental budgets.
 7. Maintenance and repair of instructional equipment budgets.
 8. Travel budgets and requests to attend conferences appropriate to subject matter taught and membership in recognized professional organizations which enhance the image and purpose of the College.
 9. Setting up advisory committees for technical programs.
- I. The Board agrees to make ten monthly regular deductions (September through June) from the salary of any professor who shall furnish proper authorization by signature for the payment of the annual assessment by the Glen Oaks Faculty Senate and to forward promptly such monies to the Treasurer of the Glen Oaks Faculty Senate.
- J. In addition to required Federal and State of Michigan deductions from payroll, the Board agrees to make regular payroll deductions from the regular salary checks of any professor who provides written authorization for the following:
1. Federal reserve insured banks and savings and loan institutions in St. Joseph County, Michigan, who are willing to participate in a payroll deduction plan. Employees represented by the Faculty Senate may select any one of the participating banks or savings and loan institutions.
 2. School Employees Credit Union, home office, Kalamazoo, Michigan, is duly recognized as having credit union authority in the District.

3. Any United Fund campaign operated within St. Joseph County, Michigan.

Procedures for acquiring payroll deduction service are as follows:

1. The professor must advise the college Dean of Administrative Services or his designee of the request for authorized deduction(s) two weeks in advance of the beginning pay date for the deduction(s).
 2. The professor must advise the college Dean of Administrative Services or his designee of the decision to terminate payroll deduction(s) two weeks in advance of the termination pay date for the deduction(s).
- K. It is contemplated that terms and conditions of employment provided in this Agreement in writing shall remain in effect until the expiration of this Agreement unless altered by mutual agreement in writing between the parties. If it is agreed mutually by the Faculty Senate and the Board of Trustees or its administrative agent that matters of vital mutual concern should be discussed on behalf of public interest, then the parties to this Agreement will accordingly undertake to cooperate in arranging meetings, selecting representatives for discussing, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

ARTICLE III

Conditions of Employment

- A. All notices of faculty vacancies shall originate from the College President. First consideration shall be given existing faculty and staff to fill any and all teaching vacancies. Notice of all vacancies shall be distributed to all professors. The College President may recommend existing faculty and staff to fill vacancies, but not without having made a 30-day prior notice of vacancy available to all professors. These notices shall detail position open, qualifications required, and salary range. Except that in the event a vacancy occurs which must be filled in less than 30 days, the period of required notice may be accordingly reduced by the College President, but in any case shall not be less than five (5) days, and that the reduced time shall be called to the attention of the President of the Glen Oaks Community College Faculty Senate prior to posting.
- B. Each professor who shall be offered a letter of appointment for a position at Glen Oaks Community College shall be provided with a copy of this Agreement. The letter of appointment shall state the title of the position.
- C. When a professor speaks or writes as a citizen outside of the classroom, he shall be free from administrative and institutional censorship and discipline. The professor bears the responsibility for and shall clarify the fact that he speaks or writes as an individual and not on behalf of the college.
- D. The freedom to explore and to discuss ideas and issues, either accepted or controversial, is the right of each professor at Glen Oaks. The criteria for such freedom is that of seeking improved knowledge and understanding of ideas and issues so that all participants in such discussions may judge the presented material with maturity and competence. In keeping with the stated goals of the college, accepted or controversial ideas and issues may be explored with the following guidelines in mind:
1. Using method of critical thinking for problem solving and for discriminating among values.
 2. Showing a clear connection with the purposes and objectives of the course.
 3. Presenting available materials on all sides of an issue or idea.
- E. Professors shall be entitled to those full rights of citizenship stated in the Constitution of the United States and its ratified amendments. Ordinarily, the private life of any professor is not within the appropriate concern or attention of the Board unless it becomes detrimental to his effectiveness as a professor or is detrimental to the

standing of the college in the community. If such detrimental behavior should occur, a professor may be subject to disciplinary procedures stated in the Agreement and specific Board policies as long as such procedures and policies neither violate nor abridge his constitutional rights.

Furthermore, no religious, political, or community activities or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of any professor. However, professors shall not conduct religious or political proselytizing on the Glen Oaks campus or other places where Glen Oaks professors are assigned to carry out the ongoing programs and curricula of the College.

- F. It is understood that during the course of negotiations, neither the faculty nor the Board of Trustees nor its administrative agent will cause any interruption in the normal educational programs of the college for the purpose of discussing current negotiations between the Glen Oaks Faculty Senate and the Glen Oaks Board of Trustees.

ARTICLE IV

Continuity of Employment

A. Probation

1. Newly employed professors shall be placed on probationary status for three (3) years. Ordinarily, the beginning of a probationary period coincides with the beginning of the academic calendar; full-time professors starting their contractual duties after the beginning date of the academic calendar shall be allowed to apply that calendar year as one full year toward the completion of the required three-year probationary period. However, the probationary status may be extended for any professor who does not meet the minimum requirements, if applicable, set by a State of Michigan agency, for his or her teaching assignment. The probationary status of each professor shall be extended as long as he or she progresses toward full approval, and at a rate approved by the college. When minimum requirements set by the college have been satisfied, the professor shall be advanced to continuing contract if the three-year probationary period has been satisfied.
2. The performance of all probationary professors shall be evaluated in writing by the Dean of Instruction or his designee and shall include at least one (1) evaluation each semester during the probationary period with a copy of the report sent to the professor and with a scheduled conference to discuss the evaluation. Evaluations will be based on observations in classrooms, laboratories, and other assigned stations where instruction is performed. Observations may be announced or unannounced. In the case of announced intention by the Dean of Instruction or his designee to observe and evaluate a professor, procedures shall include at least the following:
 - a. One advance meeting to discuss the professor's specific goals for the observed class period.
 - b. One class hour of observation to witness the implementation of those goals.
 - c. One meeting after the observation to discuss the success or failure of the professor to meet those goals.
 - d. A written summary of the observation shall be provided to the professor and the professor shall have the opportunity to discuss this written observation with the evaluator.
 - e. The professor shall have the right to reply in writing to the observer's written summary.

- f. Classroom observations will not be scheduled during written final examinations except with the agreement of the professor.

An unannounced visit shall include procedures "b" through "e" above.

3. If the designated administrative observer feels a particular professor is sufficiently weak in his teaching, or his actions appear to be in conflict with established policies and procedures of Glen Oaks Community College, then the case shall be presented to an Evaluating Committee consisting of:
 - a. One representative to be appointed by the original administrative observer.
 - b. One representative to be appointed by the Faculty Senate.
 - c. One representative to be appointed by the professor being observed.

The professor being evaluated and the original administrative evaluator cannot appoint themselves as members of the Evaluating Committee. The Evaluating Committee will consider the case in question and formulate an opinion of the committee which shall be transmitted to the original evaluator within ten (10) working days from the time the committee was notified.

4. If a probationary professor is to be dismissed, he shall be notified in writing by the President of the College or his designee with the reason(s) for the action no later than April 15. At his or her request, the professor shall be granted a review of the decision with the administrative observer and/or the President of the College. The professor will at this time also be given a hearing with the Board of Trustees if a hearing is requested by the professor. Failure to send the above written statement by April 15 shall be considered as conclusive evidence that the professor's work is satisfactory and said probationary professor shall be employed for the ensuing year. If procedures in Article IV, Section A-1, 2, and 3 have been followed, denial of extension of probation or advancement to continuing contract and resulting termination of contract shall be excluded from the grievance procedure.
5. During the probationary period, regular increments as specified in the salary schedule, Appendix A, will be obtained.
6. Ordinarily, part-time employment shall not be considered as part of the probationary period; however, the Administration may recommend to the Board of Trustees that successful part-time teaching, previous experience, and/or outstanding institutional contribution be ground(s) for shortening the probationary period.

B. Continuing Contract

Having satisfactorily completed the probationary period, the professor shall be advanced to continuing contract appointment. Continuing

contract shall remain in force with annual agreements regarding status and salary, and professors holding continuing contracts shall not be demoted from salary, step or level, or duty. The performance of all continuing contract professors may be monitored by the Dean of Instruction or his designee. This will include classroom observations as described in Article IV, Section A, 2 a-f. Said professors will hold continuing contract until resignation, retirement, or dismissal for reasonable cause. Reasonable cause shall include the following:

1. Falsification of information on employment application.
2. Failure to perform contractual duties.
3. Classroom subject matter incompetency.
4. Criminal conduct as stipulated in Article IV, D of this agreement.

C. A professor whose actions appear to be in conflict with established policies and procedures of Glen Oaks Community College may be dismissed under the following procedure:

1. The Dean of Instruction shall give the professor a written evaluation of the professor's performance. Said evaluation shall include the following:
 - a. Specified statement of grounds for dismissal charges.
 - b. Evidence of reasonable cause for invoking the dismissal procedure.
 - c. Recommended corrections, with a specified amount of time during which the professor is to accomplish the recommended corrections.
2. If the above procedure does not give satisfactory results, the professor will then be given an evaluation of his performance in writing by the College President. A time specified by the College President will be given the professor to make recommended corrections.
3. If the professor does not make satisfactory corrections, as outlined above, the College President will then give the professor, in writing, the requirements necessary to maintain his appointment status. The professor will, at this time, be given a hearing with the Board of Trustees, if a hearing is requested by the professor.
4. The College President may make recommendations to the Board of Trustees regarding the appointment status of the professor.
5. Action by the Board of Trustees, individually or collectively, detrimental to the appointment status of a professor shall be taken only after a written recommendation from the College President.

6. A professor whose current appointment is to be terminated will be notified by the College President prior to March 1. Notification will be by registered mail.
7. The right of due process in matters of dismissal is defined by Article XI of this Agreement.
8. The right of a professor to terminate his appointment by resignation shall not be abridged by the above dismissal procedure.

D. Suspension and/or Dismissal of Faculty for Reason of Criminal Conduct.

The College President, upon presentation of substantial evidence, may summarily suspend a professor if the professor is legally charged with any felony(ies) or high misdemeanor(s) punishable by the courts. The professor shall be notified by registered mail of the charges and evidence of the charges that have been made against him. Having received notice of charges by registered mail, the professor shall be entitled to review the available evidence affecting the case with the College President. If a professor has been suspended and is subsequently found to be not guilty of the charges against him, then such professor will be promptly reinstated, and will be fully compensated for all salary and any adjustments on the salary schedule which would otherwise have been received during the period of suspension.

A professor found guilty of any felony(ies) or high misdemeanor(s) is subject to dismissal by the Board of Trustees upon recommendation of the College President. In cases of recommended dismissal, said professor is entitled to an appearance before the Board. The final dismissal decision is not grievable under Grievance Procedure, Article XI.

ARTICLE V

Staff Reduction

- A. No professor shall be demoted from level, step, or salary because of insufficient funds. Ordinarily, no non-teaching assignment shall be made during the duration of the professor's annual contract period unless it is made with his consent. In cases, however, when a lack of enrollment results in less than a full-time teaching assignment in his qualified teaching areas, possible alternate assignments may be discussed with the professor.
- B. Whenever it is necessary to decrease the size of the instructional staff because of insufficient funds or substantial and actual decrease of student population, the College President, having previously consulted and discussed with the Faculty Senate by April 15, may recommend to the Board, that it cause the necessary number of professors in the affected subject area, beginning with those serving probationary periods, to be placed on leave of absence, without pay, but only in inverse order of seniority as defined in paragraph D hereof. It is hereby expressly understood that if a public or private funding agency reduces or discontinues the funding of full-time, temporary professorships, any action taken by the district which results in termination of full-time employment of said professors is not subject to the grievance procedure if done in accordance with Article V, Section B of the Master Agreement. While this public or private funding continues, these full-time professors will receive all benefits of the Master Contract guaranteed the full-time teaching employees of Glen Oaks Community College.

It is expressly understood that all those faculty funded through a public or private funding agency who are moved to continuing contract appointments, are to remain known as full-time temporary professorships, subject to dismissal immediately upon termination of such funding, and not subject to the grievance procedure.

1. When circumstances shall be appropriate, each professor placed on leave of absence as aforementioned shall be reinstated in inverse order of this placement on leave of absence.
 2. Such re-employment shall not result in loss of status or credit for previous years of service.
 3. No new appointments shall be made within two (2) years while there are available professors on leave of absence and who are adequately qualified to fill the vacancies unless such professors shall fail to advise the College President within fifteen days (15) from date of notification by the College President of positions available.
- C. Summer school is excluded from the above procedure for staff reduction.
- D. For the purposes of staff reduction, the term "seniority" shall be defined as the length of service of a professor commencing with the

first day of actual work. If there are two (2) or more professors who have a same first day of actual work, the date of their letter of appointment shall be considered the first date of work for staff reduction purposes. If there are two (2) or more employees who have a same first day of actual work and a same date of letter of appointment, the College President shall decide the professor which shall be laid off based upon the College's educational needs, the relative education of the competing professors, and the teaching experience of the competing professors.

- E. All employees who leave the bargaining unit and return to the bargaining unit shall receive credit for the previous seniority which was accumulated within the bargaining unit.

ARTICLE VI

Teaching Facilities

It is recognized that the availability of optimum college facilities for both students and professors is desirable to ensure the high quality of instruction and other services which are the goal of both professors and the Board. It is also acknowledged that the primary responsibility of the professor is to teach, and that the organization of the college and the college day, as well as the college facilities, should be directed toward ensuring that the energy of the professor is primarily directed to this end.

- A. The Board shall provide each professor with ample office space and all equipment which is necessary to carry out instructional preparation, professional proficiency, and student consultation, subject to budget limitations. The objective is the one-professor office.
- B. The Board shall provide at no charge a year-round, well-maintained, lighted, and supervised parking lot which the professors may use. Parking privileges of the professors will be the same as members of the administration.
- C. The Board shall provide a lounge for the use of the employees and their guests.
- D. Professional secretarial service shall be provided for the professors.
- E. Classrooms shall be well-equipped, well-lighted, and shall not be assigned without regard to sufficient space allotment. In certain lab situations (science and technology), the minimum requirements for student safety should be followed when determining the number of students for any allocated room space.

ARTICLE VII

Summer and Extra-Contractual Teaching

A. Summer Teaching

1. All professors employed for summer assignments shall be paid 1/59 of their current salary on Appendix A per equated credit hour taught.
2. The prime consideration for summer session assignments of professors shall be the academic qualifications of the professor. The second criterion shall be the length of time since a professor has taught the particular course. The professor with most recent preferred assignment shall have the least priority.

B. Extra-Contractual Teaching

1. Extra-contractual teaching shall be a teaching assignment for which the professor shall receive extra compensation and shall not be covered in the normal job description of a professor. This will include all continuing education courses.

In the event an extra-contractual assignment is made as part of a regular contract on original hire, then that assignment shall be removed from this article and treated as part of full-time employment. In all cases, evaluation of jobs under Appendix C will be based on events and activities within control of the professor.

2. Each professor shall have the right to accept or to reject at his option any and all extra-contractual assignments. The Board shall not obligate a professor to assume an extra-contractual assignment without prior written consent of the professor involved, nor shall the Board or any administrator impose a condition on any individual that his contract or promotion is contingent upon his willingness to accept an extra-contractual assignment.
3. Extra-contractual duties are to be granted in separate contracts.
4. Instructors shall not be expected to perform any extra-contractual assignment until they have received and accepted an appropriate separate written contract for such assignment.
5. The performance of teaching overloads and/or salaried or released time assignments scheduled in Appendix C may be evaluated by the Dean of Instruction or his designee. The performance of extra-contractual duties shall not be considered in the evaluation of a professor's standing as a full-time professor.

ARTICLE VIII

Professional Compensation

- A. The basic salaries of the professors covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. If collectible SEV increases beyond 5.95% for 1990-91, 5.98% for 1991-92, 5.98% for 1992-93 then a bonus shall be paid to each professor at the end of that contract year. Calculated as follows:

$$B - \frac{PXS}{N}$$

Where: B - Bonus
P - % of collectible SEV - total cost percentage for contract year (up to 1% maximum)
S - Collectible SEV
N - Number of full-time positions in effect for that year

It is agreed that this article of the contract be opened for renegotiation if the annual inflation rate for Western Michigan, as determined by K and V Research, Grand Rapids, Michigan, exceeds 6%. Such salary schedules shall remain in effect during the term of this Agreement.

- B. The academic year shall be extended to 181 working days. It is intended that the one day be used for classroom instruction during the interim. The salary schedule is based upon forty (40) work weeks within any forty-one (41) consecutive weeks, starting on or about the first day of September of each year. During the forty (40) work weeks there will be 181 working days and twenty (20) paid holidays and/or vacation days including the following specific holidays if they fall within the forty (40) work week period:

Labor Day	1 day
Thanksgiving	1 day
Day after Thanksgiving	1 day
Christmas (Dec. 24 & 25)	2 days
New Year's (Jan. 1 & 2)	2 days
Good Friday	1 day
Memorial Day	1 day

In addition to the above holidays, a portion of the twenty (20) holiday and/or vacation days will be scheduled to provide an uninterrupted vacation between the Christmas and New Year's holidays. A work week shall be defined as a period of five working days and shall ordinarily exclude Saturdays and Sundays. When mutually agreed between a professor and the administration, instruction may be scheduled for Saturdays and/or Sundays; however, no schedule shall include six (6) consecutive days of instruction or presence on campus. Special programs and offerings requiring special scheduling throughout the week shall be arranged by mutual consent between the professor and the administration. The faculty

shall have the opportunity to advise the Board and Administration on the establishment of the college calendar. The college calendar shall be printed and distributed to the faculty a minimum of thirty (30) days before the beginning of the Fall Semester.

The parties agree that a committee may be established to investigate the changing of the academic year. Said committee will review the academic year in terms of length of semester, total number of working days, etc. Any alterations agreed upon by both parties shall become an addendum to the Agreement and shall be implemented upon agreement.

- C. All newly employed professors shall be given experience credit on the salary schedule as set forth in Appendix A for previous related employment. The experience to be credited shall be at the discretion of the employer.
- D. No presently employed professor shall have their level or step reduced from their present position. All college credit courses pertaining to level advancement shall be in the professor's specialty area or prior approval by the Compensation Evaluation Committee. All newly employed professors as well as presently employed professors shall advance in accordance with the following formulas for the duration of this Agreement:

Level One Bachelor's degree or equivalent technical, industrial, or professional training.

Level Two This level may be obtained by earning the following semester hours of credit beyond the date of attainment of the Bachelor's degree:

1. Fifteen (15) semester hours beyond the Bachelor's degree.
2. Fifteen (15) semester hours of equated, technical, industrial, or professional workshops and institutes.
3. Any combination of 1 and 2 above.

Level Three This level may be obtained by earning the following:

1. Master's degree.
2. Fifteen (15) semester hours or more of graduate level credit beyond the attainment of the Bachelor's degree and one of the following:
 - a. Fifteen (15) equated semester hours of technical, industrial, or professional workshops or institutes.
 - b. Fifteen (15) semester hours of college credit awarded following attainment of the Bachelor's degree.
 - c. A combination of fifteen (15) semester hours from a and b above.

Level Four This level may be obtained by earning the following semester hours of credit beyond the date of attainment of the Master's degree:

1. Fifteen (15) semester hours of college graduate credit.
2. Fifteen (15) semester hours of equated technical, industrial, or professional workshops and institutes.
3. A combination of fifteen (15) semester hours from 1 and 2 above.

Level Five This level may be obtained by earning either of the following:

1. Sixty (60) semester hours beyond the date of attainment of the Bachelor's degree culminating with a Specialist's degree or Master of Fine Arts degree.
2. Thirty (30) semester hours of college graduate credit beyond the date of attainment of the Master's degree of which fifteen (15) semester hours may be equated technical, industrial, or professional workshops and institutes.

Level Six This level may be obtained by earning either one of the following:

1. Fifteen (15) semester hours of graduate credit beyond the date of attainment of the M.F.A. or Specialist's degree.
2. Forty-five (45) semester hours of graduate credit beyond the date of attainment of the Master's degree.
3. Forty-five (45) semester hours of graduate credit beyond the date of attainment of the Master's degree of which fifteen (15) may be equated technical, industrial, or professional workshops and institutes as approved by the Dean of Instruction before enrollment.

Level Seven This level may be obtained by one of the following:

1. Thirty (30) semester hours of graduate credit beyond the date of attainment of the M.F.A. or Specialist's degree.
2. Sixty (60) semester hours of graduate credit beyond the date of attainment of the Master's degree.
3. Sixty (60) semester hours of graduate credit beyond the date of attainment of the Master's degree of which thirty (30) may be equated technical, industrial or professional workshops and institutes as approved by the Dean of Instruction before enrollment.
4. An earned Doctorate.

In certain cases, the following exceptions to level descriptions shall apply:

1. Undergraduate credit may be substituted for graduate credit where there is clearly a lack of suitable courses at the graduate level or where an undergraduate course more closely fills the needs of an employee and/or the college. Approval for the above shall be

granted, in advance, by an affirmative vote of the Compensation Evaluation Committee.

2. Date of attainment clauses in levels three through seven shall not apply in cases in which a professor has dual enrollment in advance degree programs.
- E. The equating of technical, industrial, professional workshops and institutes, and the approval of college credit hours shall be done by the Compensation Evaluation Committee, a joint committee of two professors appointed by the President of the Faculty Senate and two administrators appointed by the President of the College. In cases where the committee cannot arrive at a decision, the President shall make the final decision. All appeals for assignment to the levels shall be submitted to this committee.
- F. All professors employed for extra teaching assignments, during the regular school year, shall have their overloads computed at the rate of 1/59th of the professor's current salary per equated credit hour. See Appendix A. Positions noted in Appendix C shall be paid by determining the noted percentage of the base (MA-1). No faculty whose extra-curricular salary is percentage based shall suffer reduction in salary.
- G. The Director of Library, represented by the Faculty Senate will follow the administrative calendar as to working days rather than the Faculty Calendar (Article XIV). The Director of Library will have twenty-three (23) working days of paid vacation and will have, with the permission of the President, extra paid leave in alternate years for the purpose of advanced educational study. This extra leave would be for a summer college session and would include regular vacation for that year. The workday will be eight (8) hours or a total of forty (40) hours a week. The allocation of this time is to be arranged mutually by the Director of Library and the Dean of Instruction. Extensions of this day or week will be compensated at the same rate as the per hour pay of part-time professors or may, with mutual consent, be paid with compensatory time. In consideration of the extra summer work required, the Director of Library shall receive an additional thirteen percent (13%) of annual salary as of September 1, 1988, fourteen percent (14%) of annual salary as of September 1, 1989, and fifteen percent (15%) of annual salary as of September 1, 1990. All adjustments are as an addition to the base wage in effect for that contract year.
- H. Counselors represented by the Faculty Senate will work a required 181 working days within the contract year, September 1 through August 31. Beyond the 181 days, they may be paid with compensatory time or at an hourly rate of \$15.00.

Their work day will be eight (8) hours or a total of forty (40) hours per week. The allocation of this time is to be arranged by the faculty member's immediate supervisor. The faculty member will be given the opportunity to advise the supervisor on the arrangement of this time. It is understood that counselors will allocate their time to be available prior to and during registration periods and one evening per counselor

per week during the fall and winter semesters. It is further understood that reasonable effort will be made to avoid paid overtime. Counselors scheduled to teach by mutual agreement on released time will work with a ratio of counseling time to teaching time of 3:1. Professors may be assigned counseling duties or other work by their immediate supervisor, by mutual agreement, on a released time basis. The factor shall be 3 counselling hours equal to one teaching hour.

- I. 1. The Board of Trustees will provide to the full-time temporary professorships all economic provisions in full or in part provided to the regular full-time professors when funding is provided by the sponsoring agency for such said economic provisions.
2. Base salary (MA, Step 1) is to be as set forth in Appendix A.
3. Those faculty eligible for step advancement shall receive one full step on the salary schedule.
- J. Faculty attending workshops, seminars, college classes, etc., funded by the college general fund or foundation, shall not be eligible for step or level improvement. However, partial funding, e.g., tuition and books only, or any program specifically requested of the professor by the administration and for the benefit of the college, would not be sufficient reimbursement to disallow step and level improvement. Prior approval of the Compensation Evaluation Committee, before attendance, should be obtained to insure complete understanding on the possibility of step and level adjustment and the amount thereof.
- K. Each professor may select one of the following pay options at the beginning of the college year:
 1. Twenty-one (21) pay periods.
 2. Twenty-six (26) or twenty-seven (27) pay periods on a 27 pay period year.
 3. Twenty-six (26) pay periods with lump sum of last six on the twenty-first (21) pay period.
 4. Twenty-seven (27) pay periods with lump sum of last seven on the twenty-first (21) pay period.

ARTICLE IX

Leaves of Absence

A. Sick Leave

Each professor shall be entitled to twelve (12) days of sick leave per year, the unused portion of which shall accumulate from year to year without limitation. The leave days may be taken by a professor for the following conditions:

1. Personal illness or disability. Professors may use all or any portion of their leave to recover from their own illness or disability which shall include in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery.

When applying accumulated sick leave days to the above mentioned personal illness or disabilities, the professor may do so only for those days, noted by the Board and/or professor appointed doctor, as days during which the doctor rules that said employee is not physically fit for work.

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated on the same terms and conditions as are applied to other temporary disabilities, including those terms and conditions involving commencement and duration of leave benefits, accrual of seniority, reinstatement, and continuance within insurance programs.

2. Illness of the immediate family. The immediate family shall include: spouse, children, parents, and other members of the employee's household.
3. Professors shall notify the administration of their intended absence stating the nature of the illness and where they may be contacted during the day. Each professor shall give such notification prior to their scheduled on-the-job starting time. The administration shall be responsible for posting the absence announcement.
4. Each professor shall give his immediate supervisor a written, signed statement indicating the reason(s) for such absence when reporting to work on the first working day following his absence.
5. The administration reserves the right to require a doctor's certificate or other evidence of illness, when the illness is of more than two (2) days duration.
6. Each professor will forfeit all sick days to the district upon termination of employment.

B. Bereavement

Each professor shall be allowed five (5) calendar days in the event of death of any of the following members of the employee's family:

1. Spouse.
2. Children.
3. Parents of the employee and spouse.
4. Brothers and sisters of the employee and spouse.
5. Grandparents of the employee and spouse.
6. Members of the employee's household.

C. Personal Business

Each professor shall be allowed leave for personal business not to exceed one day per year. Additional days may be allowed at the discretion of the immediate supervisor. Prior arrangement for this leave must be made with the immediate supervisor.

D. Military Leave

Professors will be allowed leave of absence, without pay, to fulfill military obligations. Faculty standing and unused accrued benefits will be maintained during the period of military service, but accrual of benefits will be discontinued. Faculty on military leave will continue to make normal advancements on the salary schedule.

E. Medical Leaves

Professors may be allowed time for medical and dental appointments. Professors are encouraged to obtain medical appointments not conflicting with their work schedules.

F. Sabbatical Leave

All sabbatical leaves shall be limited to purposes that clearly promise reciprocal advantage to the college, as determined by the College President, through the enhancement of personal competence by study, research, writing, travel, or cognate pursuits, or any combination thereof. A professor may be allowed up to one year of sabbatical leave upon application to and approval by the College President. Said application shall be made no later than January 1 for Fall Semester or July 1 for Winter Semester. The salary of a professor on sabbatical leave shall be computed at fifty percent (50%) of the step and level that the professor would be on if he were present at the college. If the professor requests less than a full academic year, the sabbatical salary will be proportional to the amount of time the professor is on leave. The number of professors on sabbatical leave during one year shall not exceed ten percent (10%) of the membership of the bargaining unit. All reasonable applications shall be granted, except that if the number of professors requesting sabbatical leave for any one year exceeds ten percent (10%), then the College President shall grant such leave on the basis of seniority of service. To be eligible for sabbatical leave, a professor must have served five years with Glen Oaks Community College. A professor who received a sabbatical leave of over fifty percent (50%)

to one hundred percent (100%) of salary and fringe benefits may be required to return all funds advanced in excess of fifty percent (50%) of salary and fringes in the event of the occurrence of one of the following: a) The professor fails to complete the agreed-upon program, b) The professor leaves the employ of the college on his own volition before completing two years of employment after returning from the sabbatical. The Faculty Senate agrees that any effort on the part of the college to collect such funds owed above shall not be subject to the grievance procedure. On return from such leave, a professor may receive an adjustment of level in the salary schedule, but not an adjustment in step. After receiving sabbatical leave, a professor will be eligible for another such leave after he has completed five additional years of service to the college.

G. Leave Without Pay

Professors may be granted leave without pay upon application submitted to and approved by the College President.

H. Professional Conferences

Professors are encouraged to attend professional conferences. Upon application to and approval by the Dean of Instruction, they may be allowed time to attend without loss of salary. Expenses may be applied for as authorized in Article X, Section C-1.

I. Holidays and Vacations

Professors will follow the school calendar and other agreements specified in their letter of appointment.

J. Child Care Leave

One leave of absence without pay shall be granted to any professor upon request for the purpose of child care. Additional leaves may be granted at the discretion of the College President upon request of the professor. The professor shall notify the administration in writing, thirty (30) calendar days prior to the starting date of the leave. Child care leave granted during an enrollment period shall be contingent on the Board's finding of a substitute professor(s) to teach the applicant's classes.

1. The reinstatement shall be to the professor's former position. If the position has been eliminated during the period of the leave, the professor shall be offered a similar or comparable position for which the professor is qualified, subject to the provisions of Article V.
2. The initial leave period may be for the duration of the semester when leave was granted plus two consecutive semesters excluding a summer semester.
3. A pregnant professor may commence said child care leave at her option anytime after the birth of the child and she is physically able to adequately perform her teaching responsibilities. The Board

may require a doctor's verification of the professor's confirmed disability. The doctor shall be of the professor's choosing and at the professor's expense.

4. A child care leave may be terminated at the request of the professor. Such termination shall occur only at the end of a semester. The professor shall notify the administration in writing forty-five (45) calendar days prior to the end of the semester.
 5. For seniority and salary schedule purposes, if the leave commences during the first semester of the academic year, no credit will be given for that school year; however, if the leave commences during the second semester of the academic year, credit for a full year shall be given.
 6. The granting of such leave will in no way interrupt seniority and rights attendant thereto.
 7. Continuation of insurance benefits will be provided during the leave at the professor's expense, if the insurance policy allows for such arrangements.
 8. A professor hired to temporarily replace a professor on child care leave shall not be eligible for a child care leave.
 9. The termination of the replacement teacher due to the return of the teacher on child care leave shall not be subject to the grievance procedure.
 10. Child care leave shall not be used to become a full-time employee elsewhere. Such a full-time employee status may result in termination of the child care leave.
- K. A professor who is a president, vice president, secretary, or treasurer of an organization dealing with professional concerns shall be allowed time to attend meetings concomitant with his duties of said organizations upon prior request and approval from the Dean of Instruction without loss of salary.
- L. The Glen Oaks Faculty Senate shall be granted three days leave of absence per year, without loss of pay, for the conduct of Senate business. Additional days may be granted with the consent of the Dean of Instruction.
- M. 1. A sick bank is hereby established. Each bargaining unit member shall initially contribute two sick days to the bank and the administration shall contribute enough to bring the sick bank to 62 days total or 2 per faculty member, whichever is greater. In addition, the days contributed by faculty members who leave the employ of the College shall remain in the bank. Each bargaining unit member shall hereafter contribute one day per year at the beginning of the academic year only if the total number of days

drawn from the sick bank is in excess of the total number of bargaining unit members.

2. A professor who has exhausted his accumulated sick days may draw up to a maximum of twenty (20) days from the sick bank upon application to the college business office, provided there are sufficient days in the bank.
 3. Sick bank days may be used for the same purpose as are personal accumulated sick days according to the provisions of paragraph A of this Article.
- N. A faculty member who is summoned and reports for jury duty or is subpoenaed and reports as a witness in any judicial hearing shall receive a leave of absence and shall be paid at his regular salary rate. All jury duty fees shall be turned over to the college.
- O. On or before September 15 of each year, the administration shall furnish, upon request, each professor with written notification of the total number of his personal sick days accumulated.

ARTICLE X

Fringe Benefits

- A. 1. The Board of Trustees shall provide one of the following insurance plans to be determined by a vote of the Faculty Senate on or before November 1, 1990. Prior to this date, Plan A will be in effect.
- a. Plan A - The Board of Trustees shall provide MESSA Super Care I full-family health insurance with the Board of Trustees paying the premium and deductible for professors and any dependents covered by the policy during this contract. The Board of Trustees shall provide said insurance coverage with additional cost to the College limited to 12% of the preceding year's insurance premium plus 50% of the premium increase exceeding that amount. If any professor does not have any dependents insured, additional non-taxable options will be paid by the Board for those not using Super Care I to the dollar limit of member and spouse rate. The amount provided will be limited to the 1989-90 contribution increased yearly by the lessor of 5% or the percentage increase in Super Care I premiums.
 - b. Plan B - The Board of Trustees shall provide full-family health insurance, with coverage equivalent to MESSA Super Care I, with the Board of Trustees paying the premium and deductible for professors and any dependents covered by the policy during this contract. The difference between the aggregate deductible and the actual paid out amounts (deductible) will be shared equally between the participants in the plan and the Board of Trustees. Distribution will be on the anniversary date of the policy in the form of cash or additional non-taxable options (i.e., dental or optical). For those professors not participating fully in the insurance plan, the Board of Trustees shall provide additional non-taxable options. The amount will be limited to the 1990-91 MESSA Super Care I contribution for self and spouse, with succeeding years contributions increased yearly by the lessor of 5% or the percentage increase in premiums.
2. The Board of Trustees shall provide to each professor Long Term Disability containing the following provisions, 120 workday modified fill with 66-2/3% of the member's salary per month with a maximum limit of \$2,250. This program has additional benefits of a Social Security freeze, alcohol and drug waiver, mental and nervous waiver, plus a cost of living adjustment in benefits.
3. The Board of Trustees shall provide term life insurance for each professor in the amount of \$45,000.
4. The Board shall grant, on request, full-tuition and all-fee scholarships to Glen Oaks Community College, to all full-time professors, their spouses and their natural children (under the age

of 25) and/or dependent children for any course meeting degree or certificate requirements. The award of such scholarships shall not be contingent upon other qualifications.

B. Reimbursement Expenses

1. Professors, upon application to and approval of the Area Chairperson and/or the appropriate supervisor, will be reimbursed for authorized expenses related to their duties within the limitations of the appropriate division budget.
2. A newly employed professor whose residence is outside the Glen Oaks Community College district may be allowed fifty percent (50%) of the cost of moving household goods provided that an estimate of the cost is submitted to and approved by, the College President previous to the moving day. The Board shall notify the professor of this provision in advance of his moving.

C. Retirement

1. Professors are entitled to all benefits of the Michigan Public School Employee's Retirement Fund and to the Federal Insurance Contribution Act benefits.
2. The Board of Trustees agrees to enter into an experimental terminal leave program. This program shall be effective as of September 1, 1989, and, unless otherwise agreed to by both parties to this contract, shall expire on August 31, 1993. Specifics of the proposal are provided in Appendix B.

4. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits, however, may be extended by mutual consent.
5. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of participants.
6. The aggrieved person shall at all levels of the procedure have the right to counsel.
7. Hearings and conferences held under this Procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present to attend. When such hearings and conferences are during school hours, all employees whose presence is required shall be excused for that purpose with no reduction in pay.

C. Procedure

1. In the interest of maintaining harmonious relations, an alleged grievance shall first be discussed with the appropriate administrator with the object of resolving the matter informally:
 - a. By the professor in person on his own behalf.
 - b. By the professor accompanied by a Senate representative.
 - c. Through the Senate representative if the faculty representative so requests, or
 - d. By the Senate representative in the name of the Senate.
2. In the event any alleged grievance is not satisfactorily adjusted in the preliminary state, it shall be forwarded in writing to the appropriate administrator within thirty (30) days after the aggrieved party discovers the action on which the grievance is based. If the grievance is not filed within this time, it will be considered as waived. The appropriate administrator shall return copies of the grievance to the faculty member and the Senate with his decision in writing within ten (10) days of the receipt of the grievance.
3. In the event that a grievance concerning a professor is not satisfactorily resolved, it shall be referred to the College President with the appropriate administrator's written decision. In the event a grievance concerning a counselor is not satisfactorily resolved, it shall be referred to the College President with the appropriate administrator's written decision.
4. The College President shall have fifteen (15) days to review the grievance and to arrive at a decision. The College President shall report his decision in writing within the above period to the aggrieved party and the Senate.

5. If the faculty member or the Senate is dissatisfied with the decision of the College President, he or the Senate may refer the matter to the Board of Trustees of Glen Oaks Community College within ten (10) days after receiving the written decision by submitting a copy of the grievance to the Chairman of the Board of Trustees. Within fifteen (15) days of the receipt of the grievance, the Board shall meet to consider it, at which time the aggrieved professor or Senate shall have the right to be heard. The decision of the Board shall be communicated in writing to the professor and the Senate within five (5) days of the meeting.
6. If the professor or the Senate is dissatisfied with the decision of the Board of Trustees, the professor or Senate may request mediation by the State Labor Mediation Board.

If mediation is desired, the aggrieved professor or the Senate will deliver written notice of that desire to the Board of Trustees within ten (10) days after receipt of the decision of the Board of Trustees. If either the Senate or the Board of Trustees is dissatisfied with the decision of the State Labor Mediation Board, the dissatisfied party may refer the matter to arbitration by delivering written notice of this desire to the other party within ten (10) days of receipt of the decision of the State Labor Mediation Board.

The arbitrator shall be the American Arbitration Association. The decision of the Association shall be final and binding on both parties provided that the arbitrator shall confine his opinion to the sole question of whether or not (1) there has been a violation, misinterpretation, or misapplication of any provision of this agreement, or (2) there has been a deviation from or misinterpretation or misapplication of written policies or procedures affecting the conditions of employment of professors in effect from time to time. He shall give no opinion with respect to any matter left by this agreement or by law to the discretion of the Board of Trustees or administration.

The Result of the decision shall be implemented within fifteen (15) days of receipt of the decision.

The Board of Trustees and the aggrieved party will each pay one-half of the cost of arbitration.

ARTICLE XII

Area Chairperson

- A. When Area Chairpersons are deemed necessary by the administration, they shall be appointed by the President of the College. Service as an Area Chairperson shall be considered as an extra-contractual assignment, and subject to the provisions of Article III, Section D, and Article VII, Section B.

- B. The duties of the Area Chairperson shall be determined by the administration and shall be clearly stated to the faculty in writing.

ARTICLE XIII

Teaching Loads and Assignments

Each institutional area, in consultation with the immediate administrative supervisors, shall determine equitable instructional assignments including class sizes, teaching loads and number of preparations for that division within the guidelines provided below. Consideration will be given to the type of instruction, to the nature of the content, and to other non-instructional duties.

- A. Faculty shall maintain five office hours per week on at least four days per week. Other hours will be available by appointment. Professors, who by mutual consent have been scheduled for special laboratory assignments falling outside their computed teaching load, may have those scheduled laboratory hours applied toward equal fulfillment of office hours. It is understood that such scheduling will not include open lab assignments or committee assignments. A copy of such office hours will be provided to the administration. It is understood that the usual place of work for professors is on the campus.
- B. 1. During the 40 scheduled work weeks, a minimum teaching load shall be not less than 28.5 equated hours nor more than a total of 37 equated hours. The maximum teaching load for a six week interim shall be 6 equated hours. The maximum teaching load in a regular semester will be one of the following, mutually agreed upon by the professor and the administration prior to the beginning of the fall semester:
- a. Sixteen and a half equated hours.
 - b. Eighteen and a half equated hours in each of two consecutive semesters.

If item (b) above, 18.5:18.5 option, is mutually agreed upon in writing, then the professor's obligation shall be considered fulfilled at the end of the second semester and any other duties beyond shall be voluntarily assumed and reimbursed in accordance with this Agreement.

English Composition shall be equated at 1.25. The parties agree that a committee may be established to evaluate the continuation of English Composition equated at 1.25. All contact hours which exceed semester hours (i.e., laboratory classes in which the laboratory class time is in addition to, or in excess of the semester credit hours) shall be fully equated at 1:1 for all nursing, science, vocational, technical, office occupations and physical education courses.

2. Those professors employed exclusively for laboratory/clinical assignment who are paid an hourly rate, may be scheduled for no more than an average of twenty (20) contact hours per week. Professors employed for more than an average of twenty contact hours per week

shall be issued full-time contracts. Scheduling errors which result in assigning a part-time faculty to hours in excess of the prescribed average of twenty hour limit shall be corrected as soon as possible and shall not result in issuance of a full-time contract.

3. Each professor will be paid an overload factor of 1/59th of his current instructional salary for each equated hour over his maximum teaching load in each semester. If a professor's total teaching load for the 40 weeks exceeds 37 equated hours, he will receive overload pay at the rate of 1/59th of his current instructional salary for each equated hour over 37, less any overload paid for an individual semester. A contact hour shall be defined as a 54 minute class session per week per 15 week semester. In order to maintain full semester status, the administration may change the definition of a contact hour to meet the minimum requirements of state laws and regulations. When a professor completes 37 equated hours, or a total of equated hours to which the addition of a class would create an overload, the professor shall have fulfilled his contractual obligation and any other duties shall be voluntarily assumed and reimbursed using the 1/59th overload factor for equated hours over a total of 37.
 4. A Professor not in possession of a Bachelor's degree shall: a) Be obligated to teach a normal load not to exceed 37 equated hours, b) Remain on probationary status until a Bachelor's degree has been attained and other master Agreement languages have been fulfilled (Article IV, A), c) Be vocationally certifiable at the time of full-time employment, and d) Work toward attainment of the Bachelor's degree as required by the Dean of Instruction. The professor and Dean of Instruction shall devise a mutually agreeable yearly teaching schedule over the academic year to accommodate the professor's requirement to attain credit toward a Bachelor's degree at an accredited institution of higher education. Said professor shall enjoy all the other rights and privileges indicated within the Agreement.
- C. The number of different course preparations shall ideally be limited to two preparations and should not exceed three preparations per semester.
 - D. A professor shall not be assigned a class before 9:00 a.m. following a class assignment after 6:00 p.m. without prior consultation and agreement of the professor involved.
 - E. Night teaching assignments shall not be the exclusive prerogative of part-time professors. Credit for instruction of night classes and load distribution shall be computed as described in Article XIII, Section C.
 - F. Professors will have extra-curricular activity assignments that are voluntarily assumed. Professors shall be consulted in the scheduling of their class hours and other assignments prior to the administrative decision of said assignment for the purpose of input from the affected professor relative to the compatibility of such assignment.

- G. Each professor participating in a team-teaching assignment will have his teaching load computed as if the assignment were an individual class taught by each professor. However, during the first two semesters in which a course is offered, the teaching load of each professor may be computed on any basis mutually agreed upon by the Dean of Instruction and the professors involved.
- H. Each professor participating in a shared-teaching assignment will have their teaching load computed for the number of hours actually present in the classroom. The professor will not be required to participate in the course except for that time period for which they are being compensated.
- I. 1. Faculty shall attend all monthly faculty meetings and standing committee meetings as applicable and as designated by the Dean of Instruction or his designee. Meeting time, place, and agenda shall be distributed to faculty one week prior to the meeting date and a reminder distributed the day prior to the meeting.
2. Attendance exceptions will include emergencies, class conflicts, conference trips, and other reasons for being off campus as agreed to by the Dean of Instruction.
3. No committee shall be required to meet more than once a month unless a 2/3 majority vote of each committee so requests.
4. The above meeting language shall only apply during the fall and winter semesters.

ARTICLE XIV

Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.
- C. Copies of this Agreement shall be duplicated at the expense of Glen Oaks Community College and presented to all faculty members now employed or hereafter employed and made available for perusal by any faculty members considered for employment.

ARTICLE XV

Duration of Agreement

- A. This Agreement shall be effective as of September 1, 1990, and shall continue in effect until August 31, 1993. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. Either party may give written notice to the other party of its desire to negotiate a new Agreement by not later than March 1, 1993. Acknowledgement must be given within five (5) calendar days after receipt of this notice and negotiations shall commence within thirty (30) calendar days of the date of this notice.

GLEN OAKS COMMUNITY COLLEGE
BOARD OF TRUSTEES

SOUTHWESTERN MICHIGAN
EDUCATION ASSOCIATION

Chairman

President

Secretary

Vice President

Chief Negotiator

Chief Negotiator

Date

APPENDIX A
1990-91

FACULTY SALARY SCHEDULE

STEP	LEVEL 1		LEVEL 2		LEVEL 3		LEVEL 4		LEVEL 5		LEVEL 6		LEVEL 7	
1	\$20,336	0.90	\$21,465	0.95	\$22,595	1.00	\$23,725	1.05	\$24,855	1.10	\$25,984	1.15	\$27,114	1.20
2	21,465	.95	22,595	1.00	23,725	1.05	24,855	1.10	25,984	1.15	27,114	1.20	28,244	1.25
3	22,595	1.00	23,725	1.05	24,855	1.10	25,984	1.15	27,114	1.20	28,244	1.25	29,374	1.30
4	23,725	1.05	24,855	1.10	25,984	1.15	27,114	1.20	28,244	1.25	29,374	1.30	30,503	1.35
5	24,855	1.10	25,984	1.15	27,114	1.20	28,244	1.25	29,374	1.30	30,503	1.35	31,633	1.40
6	25,984	1.15	27,114	1.20	28,244	1.25	29,374	1.30	30,503	1.35	31,633	1.40	32,763	1.45
7	27,114	1.20	28,244	1.25	29,374	1.30	30,503	1.35	31,633	1.40	32,763	1.45	33,893	1.50
8	28,244	1.25	29,374	1.30	30,503	1.35	31,633	1.40	32,763	1.45	33,893	1.50	35,022	1.55
9	29,374	1.30	30,503	1.35	31,633	1.40	32,763	1.45	33,893	1.50	35,022	1.55	36,152	1.60
10	30,503	1.35	31,633	1.40	32,763	1.45	33,893	1.50	35,022	1.55	36,152	1.60	37,282	1.65
11			32,763	1.45	33,893	1.50	35,022	1.55	36,152	1.60	37,282	1.65	38,412	1.70
12					35,022	1.55	36,152	1.60	37,282	1.65	38,412	1.70	39,542	1.75
13					36,152	1.60	37,282	1.65	38,412	1.70	39,542	1.75	40,671	1.80
14							38,412	1.70	39,542	1.75	40,671	1.80	41,801	1.85
15									40,671	1.80	41,801	1.85	42,931	1.90
16											42,931	1.90	44,061	1.95
17											44,061	1.95	45,190	2.00

APPENDIX A
1991-92

FACULTY SALARY SCHEDULE

STEP	LEVEL 1		LEVEL 2		LEVEL 3		LEVEL 4		LEVEL 5		LEVEL 6		LEVEL 7	
1	\$21,291	0.90	\$22,474	0.95	\$23,657	1.00	\$24,840	1.05	\$26,023	1.10	\$27,206	1.15	\$28,388	1.20
2	22,474	0.95	23,657	1.00	24,840	1.05	26,023	1.10	27,206	1.15	28,388	1.20	29,571	1.25
3	23,657	1.00	24,840	1.05	26,023	1.10	27,206	1.15	28,388	1.20	29,571	1.25	30,754	1.30
4	24,840	1.05	26,023	1.10	27,206	1.15	28,388	1.20	29,571	1.25	30,754	1.30	31,937	1.35
5	26,023	1.10	27,206	1.15	28,388	1.20	29,571	1.25	30,754	1.30	31,937	1.35	33,120	1.40
6	27,206	1.15	28,388	1.20	29,571	1.25	30,754	1.30	31,937	1.35	33,120	1.40	34,303	1.45
7	28,388	1.20	29,571	1.25	30,754	1.30	31,037	1.35	33,120	1.40	34,303	1.45	35,485	1.50
8	29,571	1.25	30,754	1.30	31,937	1.35	33,120	1.40	34,303	1.45	35,485	1.50	36,668	1.55
9	30,754	1.30	31,937	1.35	33,120	1.40	34,303	1.45	35,485	1.50	36,668	1.55	37,851	1.60
10	31,937	1.35	33,120	1.40	34,303	1.45	35,485	1.50	36,668	1.55	37,851	1.60	39,034	1.65
11			34,303	1.45	35,485	1.50	36,668	1.55	37,851	1.60	39,034	1.65	40,217	1.70
12					36,668	1.55	37,851	1.60	39,034	1.65	40,217	1.70	41,400	1.75
13					37,851	1.60	39,034	1.65	40,217	1.70	41,400	1.75	42,583	1.80
14							40,217	1.70	41,400	1.75	42,583	1.80	43,765	1.85
15									42,583	1.80	43,765	1.85	44,948	1.90
16											44,948	1.90	46,131	1.95
17											46,131	1.95	47,314	2.00

All faculty who are not eligible for a step increase shall receive a longevity increase of \$565.

APPENDIX A
1992-93

FACULTY SALARY SCHEDULE

STEP	LEVEL 1		LEVEL 2		LEVEL 3		LEVEL 4		LEVEL 5		LEVEL 6		LEVEL 7	
1	\$22,345	0.90	\$23,586	0.95	\$24,838	1.00	\$26,069	1.05	\$27,311	1.10	\$28,552	1.15	\$29,793	1.20
2	23,586	.95	24,828	1.00	26,069	1.05	27,311	1.10	28,552	1.15	29,793	1.20	31,035	1.25
3	24,828	1.00	26,069	1.05	27,311	1.10	28,552	1.15	29,793	1.20	31,035	1.25	32,276	1.30
4	26,069	1.05	27,311	1.10	28,552	1.15	29,793	1.20	31,035	1.25	32,276	1.30	33,517	1.35
5	27,311	1.10	28,552	1.15	29,793	1.20	31,035	1.25	32,276	1.30	33,517	1.35	34,759	1.40
6	28,552	1.15	29,793	1.20	31,035	1.25	32,276	1.30	33,517	1.35	34,759	1.40	36,000	1.45
7	29,793	1.20	31,035	1.25	32,276	1.30	33,517	1.35	34,759	1.40	36,000	1.45	37,242	1.50
8	31,035	1.25	32,276	1.30	33,517	1.35	34,759	1.40	36,000	1.45	37,242	1.50	38,483	1.55
9	32,276	1.30	33,517	1.35	34,759	1.40	36,000	1.45	37,242	1.50	38,483	1.55	39,724	1.60
10	33,517	1.35	34,759	1.40	36,000	1.45	37,242	1.50	38,483	1.55	39,724	1.60	40,966	1.65
11			36,000	1.45	37,242	1.50	38,483	1.55	39,724	1.60	40,966	1.65	42,207	1.70
12					38,483	1.55	39,724	1.60	40,966	1.65	42,207	1.70	43,449	1.75
13					39,724	1.60	40,966	1.65	42,207	1.70	43,449	1.75	44,690	1.80
14							42,207	1.70	43,449	1.75	44,690	1.80	45,931	1.85
15									44,690	1.80	45,931	1.85	47,173	1.90
16											47,173	1.90	48,414	1.95
17											48,414	1.95	49,655	2.00

All faculty members who are not eligible for a step increase shall receive a longevity increase of \$620.

APPENDIX B

TERMINAL LEAVE PROPOSAL

A terminal leave payment shall be paid upon resignation from the college to any faculty member covered by the Agreement between the Southwestern Michigan Education Association and Glen Oaks Community College Board of Trustees who has fifteen or more years of service to the college. (Exception: Betty Leister shall be eligible with ten or more years service to the college.)

Severance benefits shall be calculated on a formula based on the faculty member's age and salary at the time of termination of service to the college.

The age of the resigning faculty member shall be the person's age on June 30th of the academic year in which termination of service takes place.

The salary is that listed in Appendix A of the Agreement including the longevity payment where applicable.

Payment of severance benefits shall commence on the date within twelve months of termination of employment, as selected by the faculty member and shall be paid over a period of five to seven years as selected by the faculty member.

All terminal leave benefits shall be effective September 1, 1989.

In the event of the death of the resigned faculty member, the remaining benefits shall be paid to the faculty member's estate.

SEVERANCE BENEFIT FORMULA

<u>Age</u>	<u>Percentage of Final Salary</u>
65	20%
64	20%
63	20%
62	45%
61	45%
60	60%
59	60%
58	65%
57	70%
56	75%
55 or below	80%

APPENDIX C

Extra-contractual salaries shall be the percentage of the salary at Level 3 and step equal to the professor's present step not to exceed 13 as shown below or equated released time (i.e., a professor at Level 5 Step 5 would have an extra-contractual salary based on Level 3 Step 5). If a professor is currently employed in any extra-contractual activity listed in Appendix C and is being compensated at a higher dollar amount, his/her compensation shall be frozen until such time as the contracted percentage equals or exceeds the prior salary.

Compensation for the following positions shall be as indicated. If a salary is paid, the payments shall be made in equal amounts throughout the regular school year.

<u>Coach - Men's Basketball</u>	12% paid in eight equal payments commencing with the second pay period in November.
<u>Coach Men's Baseball</u>	12% paid in five equal payments commencing with the first pay period in April.
<u>Coach Women's Basketball</u>	12% paid in eight equal payments commencing with the first pay period in November.
<u>Coach Women's Volleyball</u>	8% paid in five equal payments commencing with the first pay period in November.
<u>Coach - Golf</u>	8% paid in five equal payments commencing with the first pay period in April.
<u>Athletic Director</u>	20%.
<u>Vocal Music Director</u>	6%.
<u>Ensemble Music Director</u>	6%.
<u>Literary Magazine Advisor</u>	3%.
<u>Phi Theta Kappa Advisor</u>	3%.
<u>Area Chairperson</u>	

During the period of service as Area Chairperson, said person shall have a reduction in teaching load and/or monetary consideration commensurate with time involved as determined by the administration.

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