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8/15/2000

**MASTER AGREEMENT**

**BETWEEN**

**GOGEBIC COMMUNITY COLLEGE**

**AND**

**MICHIGAN ASSOCIATION OF HIGHER EDUCATION**

**GOGEBIC COMMUNITY COLLEGE DISTRICT**

**1998-2000**

*Gogebic Community College*

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## MASTER AGREEMENT

Between the **Gogebic Community College Board of Trustees** (hereinafter called the **College**) and the **Michigan Association of Higher Education, Gogebic Community College District** (hereinafter called the **Faculty**).

### Article I Recognition

- A. The College hereby recognizes the Faculty as the exclusive bargaining representative, as defined in Section II of Act 336. Public Acts for 1947 for:

"All full-time and regular part-time daytime and evening on-campus instructional employees including the employees assigned to instructional programs at the Camp Ojibway Prison. This bargaining unit also includes the Nursing, Cosmetology, Vocational-Technical faculty, Librarians, Division Chairpersons, Athletic Director, Health Service Officer, Housing and Student Activities Officer, Counseling/Placement Officers, but also excluding all summer and off-campus instructional faculty, Deans, all supervisory employees and all other employees, including faculty teaching nine (9) credit hours or less each academic year with the exception of faculty listed under the terms of Appendix G."

- B. The College agrees not to negotiate a contract with any individual instructor covered by this Agreement nor any other Faculty organization for the duration of this Agreement. This is not to be construed in prohibiting contracts where the programs of special community interest or area services are initiated under sponsorship of the College.
- C. Nothing in this Agreement shall be construed to deny or restrict to any instructor or the College any rights either may have under the applicable laws, rules or regulations. The rights granted to instructors in this agreement shall be deemed to be in addition to rights granted under appropriate Federal and Michigan laws.
- D. In the event that any provision of this Agreement is or shall at any time be held contrary to law, all other provisions of this Agreement shall continue in full force and effect.
- E. This Agreement shall supersede any rules, regulations, or practices of the College which shall be inconsistent with its terms.

### Article II Agency Shop Clause

- A. In accordance with the terms of this Article, each Instructor in the bargaining unit within 30 days of employment shall, as a condition of employment, join the Faculty or pay a Service fee to the Faculty. (For the purpose of this Article the word "Instructor" shall be defined as an employee of the College who is exclusively represented by the faculty as defined in Article I of this Agreement).

- B. **Faculty Members.** Instructors assigned to the bargaining unit shall pay dues to the Faculty in accordance with its policies and procedures.
- C. **Service Fee Payers.** Instructors not joining the Faculty shall pay a Service Fee to the Faculty as determined in accordance with the Michigan Education Association Policy and Procedures Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth herein have been availed and exhausted, all other administrative and judicial procedures shall be barred.
- D. **Non-Payment of Dues or Service Fees.** If an Instructor does not pay the appropriate amount of dues or service fee to the Faculty, upon written notification by the Faculty, the College shall deduct the amount from the Instructor's wages and remit same to the Faculty.

Should such involuntary payroll deduction become legally disallowed, the College shall, at the written request of the Faculty, terminate the employment of such Instructor within 30 days of receiving the notification by the faculty. The parties agree that the failure of any Instructor to comply with the provisions of this Article is just cause for discharge from employment.

- E. **Payroll Deduction.** Upon written authorization by an Instructor or pursuant to Paragraph "D" of this Article, the College will deduct the appropriate amount of the dues or service fees from the Instructor's wages. The deduction will be made in equal amounts from the paychecks of the Instructor, with the first pay following receipt of the written authorization from the Instructor or the Faculty and continuing through the last pay period in June of each year. Monies so deducted will be transmitted to the Faculty, or its designee, no later than twenty (20) days following each deduction.
- F. **Save Harmless Clause.** In the event of legal action against the College brought in a court or administrative agency because of its compliance with this Article, the Faculty agrees to defend such action, at its own expense and through its own counsel, provided:
  - 1. The College gives timely notice of such action to the Faculty and permits the Faculty intervention as a party if it so desires, and
  - 2. The College gives full and complete cooperation to the Faculty and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

The Faculty agrees that in any action so defended, it will hold the College harmless from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the College's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

### **Article III Bargaining Agreement**

The Faculty and the College agree to the following guidelines in their negotiating procedures:

1. It is agreed that all bargaining shall be in good faith, and the respective Negotiating Committees shall work diligently to formulate an Agreement as expeditiously as possible.
2. Although it is recognized that both Committees are required to gain final approval by the majority of their respective groups, it is understood that in no way should fore-knowledge of such requirement impede the progress made by both Committees.
3. It is further understood that each Committee shall endeavor to encourage its respective group to accept such recommendations as are made by the Committees as soon as mutual agreement between the Committees is reached.
4. Upon ratification of the Agreement by the respective memberships, appropriate individual contracts, in accordance with the Agreement and College policy, will be presented for proper signatures.
5. This Agreement will not be effective until ratified by a majority of the membership of the Faculty and approved by the College.
6. The provisions of this Agreement will be in force from August 16, 1996 to August 15, 1998.

### **Article IV Rights of the College**

- A. The College, by its own volition and in accordance with the mandate of the electors of the District, hereby retains and reserves unto itself all power, authorities and duties conferred upon it by the statutes and the Constitution of the State of Michigan and the statutes and the Constitution of the United States of America.
- B. Among the rights and responsibilities are included as deemed necessary and advisable the College:
  1. To manage and administer control of its properties, facilities and employees.
  2. To hire, pay, retain, promote, demote, discipline and dismiss its employees.
  3. To recommend individual courses and programs of instruction, including special programs, maintain the College buildings, equipment, and instructional equipment, to provide materials, equipment and non-teaching services to conduct the College,

to provide for the development and utilization of its facilities, to provide for the athletic, recreational, cultural, and social events for the people served.

4. To establish through the administrative personnel, class schedules, the duties, responsibilities, and assignments of Faculty and other employees, and criteria and qualifications for other contractual services and special programs.

## **Article V Instructor Rights**

- A. Pursuant to Act 336 of the Public Acts of 1947, the College hereby agrees that every Instructor employed by the College shall have the right to freely organize, join, and support the Faculty for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual activities and protection. As a duly elected body exercising governmental power under intent of law of the State of Michigan, the College undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Instructor in the enjoyment of any rights conferred by Act 336 as amended or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any Instructor with respect to hours, wages, or any terms or conditions of employment by reason of his or her membership in the Faculty, his or her participation in any activities of the Faculty or collective professional negotiations with the College, or his or her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment and citizenship.
- B. The Faculty and its members shall have the right to use College building facilities in accordance with College policy at reasonable hours for meetings. No Instructor shall be prevented from wearing insignia, pins, or other identification of membership in the Faculty, either on or off College premises. Bulletin boards and other established media of communication shall be made available to the Faculty and its members for reasonable Faculty business.
- C. The College agrees to make available to the Faculty in response to reasonable requests from time to time available public information under College policy concerning the financial resources of the district, budgetary requirements and allocation and other such non-privileged information relevant to collective bargaining, including overload pay of employees within the bargaining unit and imprest fund reports, as will assist the Faculty in developing intelligent, accurate, informed and constructive proposals on behalf of the instructors and their students and on behalf of the Gogebic Community College. The Faculty shall reimburse the College for reasonable expenses incurred in furnishing information or making records available.
- D. An Instructor shall be notified of any meeting of a disciplinary nature and shall be entitled to have present a representative of the Faculty when he/she is being disciplined, for any infraction of rules or delinquency in professional performance. This, however, does not preclude the discussion of problem areas that do not require disciplinary action. When a

request for such representation is made, no further action shall be taken with respect to the Instructor until such representative of the Faculty is present, provided such time shall not exceed three (3) hours or at a mutually agreeable time after occurrence of the incident.

- E. All Instructor evaluations will be conducted according to policy jointly formulated or amended by the Administration and the Faculty, subject to approval by the College. The primary purpose of evaluation is for the improvement of instruction, and direction and assistance of the Instructor in a constructive manner.

The following procedures will be used for evaluation:

1. The minimum number of classroom visitations shall be four (4) evaluations for the first year. The first visitation will be prearranged and announced with all subsequent visitation occurring on an unscheduled basis.
2. During the second and third year of employment, there shall be a minimum of two (2) classroom visitations each year for evaluation purposes.
3. After the third year of employment, there shall be a minimum of one (1) classroom visit every five (5) years for evaluation purposes.
4. At least half of these evaluations will be made before April 1st. Additional visitations may be requested by the faculty member.
5. Recognizing that evaluation is a continual and ongoing process, further visitations for evaluative purposes will be made as the need arises.
6. Classroom evaluations shall be made on the basis of personal attendance by evaluators. Secondary means such as closed circuit TV, intercom, etc., will be permitted as a means of evaluation with mutual permission and agreement between the evaluator and the instructor.
7. The Dean of Instruction shall be solely responsible for evaluation of bargaining unit members except that the Director of Allied Health shall evaluate Nursing Instructors, and the Dean of Student Services shall evaluate Counselors.
8. Following each observation, a written statement by the observer shall be prepared and a conference with the Instructor shall be held within one week to discuss the written appraisal. The appraisal shall clearly identify any deficiency observed; shall include specific recommendations for correcting the deficiency, and a reasonable time period to do so. The Instructor and the evaluators then receive signed copies of the appraisal. The Instructor shall sign a receipt that the evaluation was received. Instructors may attach a written reaction to the visitation evaluation.

9. Instructors, upon request, will be given access to review their personnel file, with the exception of confidential pre-employment information. The Instructor shall receive a copy of all evaluation materials placed in the file at the time they are placed therein.
10. Personnel files are confidential and are available only to the President and appropriate Dean (not Secretaries). The Instructor shall be allowed to review his or her personnel file by prior appointment with his or her representative present. The Instructor shall be required to furnish the administrator with written authorization allowing the representative to review his or her file.

**F. Student Assessment.**

1. Student assessment of instruction will be conducted using a machine-scored instrument. Assessment instrumentation will be jointly formulated by the Dean of Instruction and a Faculty committee from each Division for approval of the Faculty. A minimum of one class per year will be identified by the Instructor for assessment. Individual class student assessment data will be confidential between the Dean of Instruction and Faculty, and will not be maintained in any permanent instructional personnel files. Student assessments shall not be used in the written evaluations of faculty members nor for the imposition of any discipline. Student assessments will be destroyed at the end of each academic year in May.
2. Non-personally identifiable aggregate data from student assessments may be used by the College as an index of institutional and instructional effectiveness. Data from student assessments may be used by Faculty and the Dean of Instruction for instructional development and enhancement.

**Article VI  
Employment Policies and Practices**

- A. The College and Administration will give reasonable support and assistance to Instructors in carrying out their contractual duties.
- B. Complaints made against any Instructor shall be promptly called to the attention of the Instructor. Instructors are encouraged to personally investigate the complaint and attempt to resolve the problem. The Administration shall not use any complaint not brought to the attention of the Instructor in any evaluation or disciplinary action.

**Probationary Instructors**

- C. 1. All new Instructors will be on an annual probationary contract. During this probationary period, an Instructor will be provided with guidance, assistance and recommendations for improvement. After three (3) years of successful full-time teaching, an Instructor will be recommended for a continuing contract by the respective Dean to the President, subject to approval by the Board of Trustees.



After successfully completing 90 credits of teaching or 108 contact hours, a part-time Instructor will be recommended for a continuing contract by the respective Dean to the President, subject to approval by the Board of Trustees.

2. The probationary Teacher will be notified in writing by April 1st of each year whether he or she will be rehired or terminated.
3. Part-time employment not in the bargaining unit shall not be considered as part of the probationary period.
4. A probationary Instructor denied renewal of his or her probationary contract for the following year or denied a continuing contract at the end of the third year will be given from the appropriate Dean a statement of the reasons for the denial. The Instructor may then file a grievance of the decision to the President in writing within five (5) days, in accordance with the grievance procedure through Steps III. Non-renewal or denial of a continuing contract to a Probationary Instructor shall not be subject to arbitration. The Arbitrator shall have no authority to render any decision regarding the termination of employment of a Probationary Instructor.
5. The President may temporarily suspend with pay any Instructor pending a final decision by the College.

#### **Continuing Contract Instructors**

- D. 1. An Instructor on continuing contract who has not reached retirement age shall not be refused employment or dismissed or denied any economic advantage or discharged except for just cause.
2. The President may temporarily suspend with pay any Instructor pending a final decision by the College.

#### **Employment Reduction or Termination Procedures For Other Than Cause**

- E. 1. Whenever it is necessary to decrease the size of the staff because of insufficient funds or substantial decrease in student population, or discontinuance or retrenchment of areas of curriculum, the College, upon recommendation of the President, may cause the necessary staff to be reduced in status or placed on leave of absence without pay. The Instructor will receive a minimum of sixty (60) days notice of change of status. When and if circumstances shall be appropriate, each Instructor placed on leave of absence will be reinstated if the offer is accepted within fourteen (14) calendar days after the official offer is made. An employee placed on leave of absence is subject to recall for a period not to exceed three (3) years. Such reemployment shall not result in loss of status or credit for previous years of service.

2. The following shall be considered in the laying off or placing an Instructor on part-time status: length of service in the district and academic qualifications. If academic qualifications for classes to be taught are equal, the Instructor with the longest continuous service in the district will be retained. All administrative efforts will be made to keep the Instructor's assignment on the main campus.
3. Instructors contemplating change or termination of employment shall tender notification to the President in writing by April 1st; except under mutual agreement this deadline may be extended to June 30th.
4. The College agrees that full-time Instructors who are qualified will be assigned off-campus classes in order to provide those Instructors a full load.

### **Duties and Responsibilities**

- F.
  1. Instructional personnel shall cooperate with Division Chairpersons, Deans and Administrators in providing instruction commensurate with the objectives of the College. Each Faculty member shall be free to use methods and devices to present instructional material in the most effective manner, consistent with recognized professional practices, and will cooperate in planning of programs and courses which are essential in the College-wide offerings.
  2. Faculty members are expected to participate in academic advisement, curriculum planning, and other items generally considered as a part of the professional duties of faculty personnel (e.g., registration, convocations and commencement, etc.).
  3. Faculty members are expected to attend all regularly scheduled faculty meetings, unless specifically excused by the Administrator in charge.
- G. Where an Instructor agrees to teach another class and said class is canceled for any reason or is not offered in subsequent semesters or years, the Instructor shall have the right to bump into his/her former assignment schedule.

### **Seniority**

- H.
  1. Seniority is defined as the total number of years an Instructor is employed by the College in a bargaining unit position. Part-time Instructors shall accrue seniority on a pro rata basis based on their annual load.
  2. Seniority shall continue to accrue during a leave of absence defined in Article VIII.

## **Article VII Vacancy Qualifications**

- A. In filling vacancies in professional positions, both instructional positions and administrative positions, the Administration shall give consideration to the qualifications of all applicants. Lists of existing vacancies shall be posted and circulated for 7 working days before the vacancy is filled. In filling positions, both the academic qualifications and proven competence of the candidate shall be considered.
- B. Where applicants are equally qualified, currently employed personnel will be given primary consideration for these vacancies. The college has sole discretion to determine whether applicants are equally qualified. Final authority to select and approve all personnel rests with the College upon the recommendation of the President of the College.

## **Article VIII Leaves**

### **Death or Illness in the Family**

- A. Instructors absent from duty on account of death or critical illness in the immediate family shall be entitled to a maximum of three (3) days leave, without loss of pay, per year and the absence beyond this time must be approved by the appropriate Dean. "Immediate family" shall include: father, mother, son, daughter, wife, husband, brother or sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, regardless of residence.
- B. Instructors absent from duty on account of the death of other relatives shall be entitled to one (1) day leave of absence at any one time at full pay and the absence shall not be deducted from the accumulated sick leave. "Other relatives" shall include: grandfather, grandmother, grandchild, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, or just cousin. If the "other relative" lives in the home of the Instructor, such death shall be retreated the same as that of the "immediate family" and Paragraph A will be applied.
- C. In case more time is necessary under Paragraph A and B because of distance involved or other unusual circumstances, additional time may be granted with the approval of the appropriate Dean. In appropriate situations, approval will not be withheld.

### **Jury Duty**

An Instructor who is summoned to jury duty shall be excused from work for jury duty; if an Instructor is subpoenaed as a witness by anyone empowered by law to compel attendance by subpoena, he or she shall be excused from work. Such Instructor shall be paid the difference between his or her regular pay and the fee he or she receives for acting as a juror or witness. Such leave shall not be deducted from any other leave covered in this agreement. The College reserves the right to request the court to excuse

the Faculty member from jury duty when his or her absence works a hardship on the College.

### **Sick Leave**

- A. Full-time Faculty members shall be credited with eleven (11) sick leave days per contract year for absence due to personal illness or injury which will be accumulated from year to year to a total of one hundred sixty (160) days. No payment will be made for unused sick leave. Sick leave shall be prorated for Instructors engaged after the beginning of the year and part-time Instructors.
- B. Illness which extends beyond the leave accumulated by the Instructor shall be reviewed by the appropriate Dean and President of the College. At its discretion, the College, acting on the recommendation of the Dean and President, may grant a leave of absence or make any other mutually agreed upon arrangement between the Dean and President, College, and the Instructor.
- C. A female Instructor may utilize accumulated sick leave for pay purposes during a period of disability due to pregnancy when the College receives medical evidence certifying the disability. The College reserves the right to establish the actual period of disability with the medical evidence.
- D. The College shall furnish each Instructor with a balance statement of accrued sick leave at the beginning of each contract year.

### **Sick Leave Bank**

A Sick Leave Bank shall be established by deducting one (1) sick leave day from each full-time Instructor's accumulation of sick leave. The Faculty may authorize from time to time an additional day of sick leave to be deducted from each full-time Instructor's accumulation of sick leave. The Sick Leave Bank shall be administered by one designee of the Faculty and one designee of the College, subject to the following rules:

- 1. The assets of the Sick Leave Bank shall be used for illness or disability of a bargaining unit member only.
- 2. Illness or disability may be subject to medical verification by either the Faculty designee or the College designee.
- 3. No Instructor shall be entitled to the assets of the Sick Leave Bank until three (3) work days after use of the Instructor's last individual accumulated sick leave day.
- 4. Sick Leave Bank days shall not be utilized beyond the academic year in which his or her accumulated sick leave is exhausted.

5. Additional policies and procedures not in conflict with this article shall be ratified by both the College and the Faculty.
6. Part-time Instructors shall also be required to donate one (1) full sick leave day to the Bank. The part-time instructor may then withdraw days from the Bank on prorated basis according to his/her work schedule.
7. Days that are placed into the Bank shall not be removed from the Bank for any other reason than stated in this section.

### **Leaves to Attend Professional Meetings**

- A. The College shall establish and maintain a travel and conference fund using as a budget guideline an amount at least one hundred dollars (\$100) per full-time Instructor, said funds to be allocated among the divisions according to the number of full-time Instructors in each Division.
- B. The College, upon the recommendation of the President of the College, will approve the attendance of an Instructor at special conferences and meetings. The Instructor will be reimbursed for his or her expenses (including tuition) according to policy established by the College. The Instructor, upon returning from a conference or meeting, will file with the President of the College a written report on the activities of the Conference or meeting with any recommendations. An accounting of all expenses incurred should also be presented on an expense form provided by the office. At the next meeting of the College, the President of the College will make the necessary report and recommend proper disposition.
- C. The Instructor who is to be absent shall be responsible for making advance arrangements for his or her classes. The appropriate Dean must give approval to the arrangements made.

### **Personal Leave**

- A. Two (2) days of paid personal leave per academic year shall be granted annually to all full-time Instructors, provided it shall not be on the day before or after a school holiday, vacation period, or other school recess. Instructors contracted for less than full-time but at least three-fifths time or more will be granted one (1) day of paid personal leave. Substitute or part-time employees will not be eligible for any paid personal leave days.
- B. It is agreed that paid personal days used by Instructors shall be deducted from the Instructor's sick leave accumulation.
- C. Application for paid personal leave shall, except in emergencies, be made to the appropriate Dean at least three (3) days prior to the date of such leave on a form provided by the Board, which is attached hereto as Appendix A.

- D. A verbal request will be considered if the emergency is of a nature to make advance request impossible, but must be reduced in writing upon return to work.
- E. No more than fifteen (15) percent of the Faculty entitled to use personal leave days may use their personal leave day on any one day. The granting of personal leave days shall be based on a first requested, first served basis.
- F. Subject to Provisions A - E above, an Instructor may opt to accumulate personal days from year to year to a maximum of five (5) days. Instructors utilizing accumulated days under this Section F shall be responsible for ensuring the continued educational process for his/her students by making arrangements to have his/her classes and course content covered.

### **Professional Leave of Absence**

- A. Leave of absence may be granted for purposes of professional advancement subject to approval by the College upon the recommendation of the President of the College, when in their judgment, the professional competence of the Instructor and the general welfare of the College shall be benefited. Such leave shall not be less than one (1) semester; not more than two (2) consecutive semesters at any one time, and shall be without pay.
- B. To be eligible for application for professional leave, the Instructor must have satisfactorily fulfilled the three-year conditional basis for employment. Application for professional leave must be filed with the President of the College. The due date of such application shall be March 1st for leaves beginning with the first semester, and October 15th for leaves beginning with the second semester. The Administrator shall inform the applicant in writing that the request is granted or rejected within sixty (60) days after the due date for filing the application. Within fifteen (15) days following the approval of an application for professional leave, the applicant must indicate his or her acceptance or rejection of the leave requested. A plan for the leave period shall be filed with the President of the College.
- C. The Instructor shall be reinstated following his/her leave of absence in a position determined by his/her qualifications and the needs of the College. The Instructor may be placed on the salary schedule in the same classification as he/she would have been if not on leave of absence.

### **Community Service Leave**

An Instructor who is an elected or appointed official of local government may have up to five days off duty from work to attend necessary training or civic functions related to his or her governmental position. The days off will be deducted from personal leave and if additional days are needed, the Instructor will make arrangements for his or her classes to be covered by qualified Instructors.

## **General Provisions**

The Board of Trustees, upon recommendations of the President of the College, may approve leave of absence (voluntary or involuntary) without pay, not to exceed one (1) year. The Board of Trustees may grant one year extension upon written request prior to expiration of the leave. The Instructor will return to his or her previous position at the same status.

### **Article IX Communication Procedures**

The parties recognize the valuable assistance to be gained from effective communication between Faculty, the College, and the Administration. Accordingly, it is agreed that the College and the Administration and the Executive Committee of the Association will meet periodically to discuss in an attempt to resolve problems of mutual concern to the parties especially in the areas of wages, hours and working conditions. Such meeting and the agenda, therefore, will be called by agreement between the Administration and the President of the Faculty whenever such a meeting is desired by either party. Each party mutually agrees that neither is obligated to bargain collectively with respect to any matter whether covered or not covered in this agreement for the duration thereof.

### **Article X Grievance Procedure**

A. The grievance procedure shall be as follows:

**Step I:** In the event that an Instructor believes there is a basis for a grievance in relation to his or her rights under terms of the existing Collective Bargaining Agreement, or in the event that a representative of the Faculty believes there is a basis for a grievance in relation to application of the terms of the existing Collective Bargaining Agreement, the grievant shall first discuss the alleged grievance with the Dean or other Administrator immediately responsible. The Instructor may be accompanied by a representative of the Faculty if he or she desires. The grievance shall be filed within five (5) school days of the occurrence or awareness giving rise to the grievance. The Faculty shall have no right to initiate a grievance involving the right of an Instructor or group of Instructors without his/her or their expressed approval in writing.

**Step II:** If the grievance is not resolved at Step I, the grievant shall state the grievance in writing on a form available from the Faculty, and the form shall be delivered to the Dean or other administrator concerned. Within five (5) working days (defined as Monday to Friday inclusive, excluding recognized legal holidays) the Dean or other administrator shall meet with the Faculty's Grievance Committee. Within five (5) working days after such meeting, the Dean or other administrator shall deliver a written disposition of the grievance to the committee.

**Step III:** If the grievance is not resolved at Step II, within five (5) working days the Faculty's Grievance Committee shall so note in writing on copies of the grievance form and the administrative disposition and deliver the writing to the President. Within seven (7) working days the President or his or her delegate shall meet with the Grievance Committee. Within seven (7) working days after such meeting, the President shall deliver a written disposition of the grievance to the Faculty's Grievance Committee.

**Step IV:** If the grievance is not resolved at Step III, within seven (7) working days the Faculty shall request in writing of the President that the grievance be submitted to arbitration. If the parties cannot agree on the selection of an arbitrator within five (5) working days after such request, an arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association.

- B. If any of the time requirements of the above procedures are not met, the grievance shall be automatically moved to the next step. The time requirements shall be strictly observed, but may be waived or extended by written agreement of the parties.
- C. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- D. Fees and expenses of the arbitrator shall be shared equally by the parties.

#### **Article XI Miscellaneous Provisions**

- A. The College will pay for any physical examinations for initial hiring using the physician designated by the College.
- B. The Instructors will be notified of their class schedules as soon as reasonably possible prior to the beginning of each semester.
- C. In the event that a College car is not available for transportation purposes and the Instructor must use his or her personal automobile, mileage will be paid at the College-approved rate, but never less than the IRS rate as established on Form 2106 for income tax purposes.
- D. Copies of this agreement shall be printed at the expense of the College and presented to all Instructors now employed or hereafter employed by the Board.
- E. The College shall notify the Faculty prior to any College action concerning amendment, deletion and/or modification of the Early Retirement Policy.
- F. With College approval, an Instructor may enroll in a class or program offered by the College or other institution of higher education, provided it is determined to benefit the Instructor's classroom performance. The College shall reimburse the Instructor the cost



of books, tuition and lab fees, subject to the limitations of the budget established in Article VIII, Leaves to Attend Professional Meetings, Paragraph A, Page 9.

- G. Additional calendar days for Counselors shall be specified on the academic calendar each year. Pay for said days shall be at the Counselor's per diem rate. Days beyond those specified on the calendar shall not be mandatory, but upon request by the Dean of Students and subject to approval by the Counselor(s), additional days may be worked at the Counselor's per diem rate. Per diem rate shall be calculated in accordance with Article XII, Section G.

**Article XII  
1998 - 1999 Faculty Salary Schedule**

<b>Step</b>	<b>BA + 30/MA 1998/99</b>
0	31,565
1	33,519
2	35,478
3	37,434
4	39,391
5	41,347
6	43,304
7	45,261
8	47,220
9	49,174
10	51,131

**1999-2000 Salary Schedule**

<b>Step</b>	<b>BA + 30/MA 1999-2000</b>
0	32,512
1	34,525
2	36,542
3	38,557
4	40,573
5	42,587
6	44,603
7	46,619
8	48,637
9	50,649
10	52,665

- A. Instructors with less academic training than the above minimums, but who have a BA or BS Degree shall receive 80% of the step amounts, subject to the restrictions stated elsewhere.
- B. Instructors with less academic training than the above minimums, and who do not have a BA or BS Degree, shall receive 70% of the step amount, subject to the restrictions stated elsewhere.
- C. Instructors with 30 semester hours (or equivalent quarter or trimester hours) beyond a Master's Degree shall receive an additional \$1,000 in annual salary.
- D. Instructors with twenty (20) or more years of service with the College shall receive an additional \$1,000 in annual salary.
- E. Each Nursing Instructor's teaching load shall be determined totaling the contact hours worked during the regular academic year plus those worked during the summer session. The Nursing Instructors shall be compensated for contact hours in excess of thirty-six, according to Article XV, Paragraph C.
  - 1. Fringe benefits will be prorated using contact hours generated during summer and regular academic year.
  - 2. Paragraph I of this Article does not apply to Nursing Instructors.
- F. The Cosmetology Instructor shall receive compensation during the summer session on a credit hour proration basis of his or her annual salary.

A non-Faculty Lab Assistant shall be hired to provide some hours of relief for the Cosmetologist. Hours of work for the Lab Assistant will be determined by agreement between the Cosmetology Instructor and the Dean of Instruction.

- G. Non-teaching Instructors covered by this Agreement shall be assigned a regular work load for forty (40) hours per week, exclusive of lunch hour, during the regular academic calendar year. Assignments in excess of the regular academic calendar shall be paid at their regular hourly rate (their base annual salary divided by 1424) for all scheduled hours worked under the extended contract. The schedule of hours to be worked shall be established prior to the end of the regular academic year by the immediate supervisor, on a weekly basis. The total contract work period (regular college academic year and extended contract period) shall not be in excess of ten (10) months, except by mutual agreement.
  - 1. Sick leave credits for work beyond a regular academic year shall be prorated and added to the Instructor's regular accumulation.

2. The regular work load for the Health Service Officer shall be three (3) hours per day, exclusive of lunch hour, and shall be compensated for at the rate of three-eighths (.375) of the step on the salary schedule.
3. Employment of non-teaching Instructors will be for the regular school year only. Work assignments in excess of regular calendar year will be with the recommendation of immediate supervisor and approval of the College.
4. The following positions are included in the calculations as part of a regular teaching load:

Intramural Director	2 contract hours per Semester
Athletic Director	2 contract hours per Semester
Basketball Coach	4 contract hours per Semester

These assigned contract hours are not to be included in calculating overload or extra-preparation compensation.

- H. Division Chairperson shall be appointed by the President on an annual basis. Each Division Chairperson shall receive one thousand (\$1,000) dollars per academic year as extra compensation. In addition, the Chairperson shall receive fifty (\$50) dollars extra compensation for each assigned Instructor to his or her division.
- I. Instructors may receive additional compensation or release time for certain extra-curricular activities. Special duties such as inter-collegiate sports, student government, clubs, drama, and other activities the College deems necessary are subject to this provision. The compensation or release time shall be established by the Dean of Student Services and the Instructor involved. No person shall suffer a reduction in compensation for extra-curricular activities unless specifically agreed to by the individual.
- J. On-campus day or evening classes taught by part time instructors shall be paid at a pro rata basis according to the salary schedule.
- K. Fees paid directly to the College for credit by examination, Cosmetology examinations for prior learning, and any other testing conducted by faculty outside or normal credit based instruction whereby the college receives a fee, shall be shared equally by the College with the Instructor conducting the examination.
- L. The Instructor's contractual salary shall be the salary on the salary schedule plus longevity pay.
- M. Full-time Instructors will move a full step on the salary schedule each year. Part-time instructors shall move a full step on the salary schedule after they accumulate thirty (30) credits or thirty-six (36) contact hours of seniority.

N. Compensation for summer or off-campus classes shall be as follows:

Instructor with a BA + 30 or Masters Degree shall receive \$800 per contact hour .

Instructor with a Bachelors Degree shall receive 80% of the Masters Degree rate.

**Article XIII**  
**Salary Provisions and Procedure**

- A. 1. The following classifications and descriptions will be used for initial placement within the salary schedule. Initial placement will be based upon the individual's degree, approved credit hours and experience. No more than six (6) years of out-of-system experience shall be permitted when placing an individual within the salary schedule.
2. Experience shall be defined as follows: verifiable out-of-system work and/or teaching experience that is relevant to the appropriate position.
3. "Work experience" shall refer to full-time employment in the area of specialization excluding teaching experience. Such work experience shall be used as determining initial placement and shall not enter into subsequent movement on the salary schedule. Further, all experience shall be verified and documented.
4. "Approved graduate hours" shall include courses:
- a. Graduate courses directly related to the teaching assignment.
  - b. Graduate courses required by the degree-granting institution for completion of the advanced degree.
  - c. Courses recommended to assist the Employee in improving instructional skills.
  - d. Graduate courses specifically designed for Community College personnel.
  - e. Informal educational experience may be given for credit equivalency by the appropriate Dean. Any such decision shall be neither precedential nor grievable. The agreement shall be reduced to writing and a copy of the agreement shall be placed in the personnel file of the Instructor.
5. A written request for approval shall be submitted to the appropriate Dean prior to enrollment in a course. The Dean shall respond in writing to the request.

6. All course work must be taken through a regionally accredited institution.
  7. "Two (2) years of recent and relevant work experience in the field of specialization (i.e., capable of meeting the standards of quality set forth by the Michigan Department of Education for vocational purposes.) Qualifying work experience does not count for two year step movement on the salary scale."
- B. Faculty members, their spouses, and dependent children, as defined by IRS, upon successful completion of College courses offered by the College, will be reimbursed their tuition costs. Procedures for applying for this tuition refund will be established by the College.

#### **Article XIV Insurance**

- A. All full-time Instructors covered under Article I, Section A, will be eligible for insurance coverage. The College's insurance contribution shall be capped at the 1998-99 MESSA Super Med 1 PAK rate of \$619.45 per month (\$7,433.40 per year) for PAK A, and \$80.81 per month (\$969.72 per year) for PAK B. Except as modified by section E below, coverage for part-time instructors will be prorated if accepted by the insurance carrier. Effective May 30 of each year, the Union shall have the option of selecting which MESSA program(s) or other insurance program(s) will be included in the contract and/or PAK and shall be responsible for notifying the college thereof. New plans will become effective the following July 1 of any given year.
- B. The Union agrees to hold the College harmless with regard to any decision by the Union to change programs or carrier and including any claim or damages whatsoever by the Union or individual members or bargaining unit members or their families or covered dependents or beneficiaries.
- C. If the program(s) selected exceeds the capped rate, payment for any excess for said program(s) shall be via individual payroll deduction through an IRC Section 125 salary reduction agreement or by reduction under MCLA 408.477. The 125 reduction agreement documents shall be drafted by the College's attorney and approved by the Union's attorney. In addition, if the program(s) selected are less than the capped rate, the savings shall be the College's.
- D. The deductibles shall be reimbursed as follows: On the first payday in February each year, bargaining unit members who have elected two-person or family coverage shall receive a separate check in the amount of one hundred thirty dollars (\$130) before taxes to cover the cost of their deductible. Bargaining unit members who have elected single-person coverage shall receive a separate check in the amount of sixty-five dollars (\$65) before taxes to cover their deductible.
- E. Instructors working twelve (12) or more credits during the academic year shall be eligible to elect prorata two-person or family health insurance coverage, or at the employee's

option may elect to receive fully College paid single-person health insurance coverage. Employees working less than twelve (12) credits per year shall not be eligible for benefits outlined in this section, but shall be eligible for a prorata annuity up to the maximum of the single subscriber rate. Said rate shall be capped at the 1998-99 Super Med 1 rate of \$242.91 per month (\$2,914.92 per year).

- F. Instructors not utilizing any College-paid hospitalization for optional insurance coverage shall be entitled to the single subscriber rate for MESSA options or an annuity program. This benefit shall be prorated for part-time instructors.
- G. All instructional Employees completing their annual contractual responsibilities shall have insurance premiums paid by the Board for the months of July and August.
- H. Any full-time employee who is on sick leave and who had exhausted accumulated sick leave and who has completed three (3) years of full-time employment with the College shall have his or her insurance premiums paid for six (6) months or until the expiration of the accumulated sick leave, whichever is later.

#### **Article XV Instructional Load Policy**

- A. A minimum full-time Instructor's load shall be thirty (30) credit hours or thirty-six (36) contact hours per academic year, but shall not exceed twenty-five (25) contact hours per semester. A full load may consist of on-campus day or evening classes. Off-campus classes shall not be assigned unless a full load cannot be derived from on-campus classes.
- B. A full-time Instructor as defined in Article XV, Paragraph A, (excluding non-teaching assignments) with an instructional load beyond three (3) preparations per semester shall be compensated at the rate of three hundred (\$300) dollars for each preparation beyond three (3) preparations per semester.
- C. An Instructor whose academic year load is beyond thirty (30) credits or thirty-six (36) contact hours shall be paid overload at the following rates:

3.0% per credit or 2.5% per contact hour

provided the load generated three hundred sixty (360) student credit/contact hours per academic year. The combination of credit/contact hours most advantageous to the Instructor shall be used in the determination of the Instructor's full-time status and/or academic overload. For each student credit/contact hour beyond nine hundred (900) per academic year, the Instructor will receive one nine-hundredths (1/900) of his or her contractual salary to a maximum of thirty (30) percent of the Instructor's base salary. If additional students are assigned beyond the thirty (30) percent of salary maximum overload, the Instructor may refuse to admit the student to his or her class.

- D. Determination of overload will be made by the second full pay period in the second semester, with payment for overload to be spread over the remaining pay periods or paid in a single payment when the overload has been completed. The method of payment is to be determined by the Instructor.
- E. Students may pursue study on an independent basis for all courses offered by the College. Permission to enroll in independent study will be granted under the following conditions:
1. For a course appropriate to the student's program of study, if the lack of enrollment in that course precludes its being offered as a scheduled class.
  2. For documented, extenuating, personal circumstances which preclude an individual's enrollment in a scheduled class appropriate to his/her program of study. Such cases must be approved by the appropriate Dean.
  3. Remuneration for Instructors of students enrolled in independent study courses will be at the rate of thirty (\$30) dollars per generated credit hour to a maximum of twenty-five (25) generated credit hours.
  4. No instruction conducted in this manner shall be considered in the computation of an Instructor's load.
  5. Tutorial or directed studies shall be voluntary.
  6. No administrator will direct an independent study if there is a qualified instructional employee available and the employee volunteers to direct the study.
- F. All additional assignments beyond those required for a full-time instructional load shall be voluntary.
- G. Instructors shall be reimbursed two hundred fifty (\$250) dollars for each co-op student assigned to them for placement and supervision.
- H. All on and off campus classes may be offered to qualified full-time Instructors in the bargaining unit regardless of load before being offered to part-time instructors.
- I. The teaching of summer classes shall be voluntary. Up to five (5) bargaining unit members may request to spread their teaching load over the entire contract year. The implementation of such a request shall be subject to the approval of the college and such approval may be given at the sole discretion of the college. An Instructor shall make such a request by April 1. If such a request is granted, the order of determination of load shall be summer classes, fall classes, and spring classes.

**Article XVI**  
**Academic Freedom**

- A. The Instructor is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of the Instructor's other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
  
- B. The Instructor is entitled to freedom in the classroom in discussing his or her subject, but should be careful not to introduce into teaching controversial matter which has no relation to his or her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
  
- C. The College or University Instructor is a citizen, a member of a learned profession, and an officer of an educational institution. When the Instructor speaks or writes as a citizen, the Instructor should be free from institutional censorship or discipline, but his or her special position in the community imposes special obligations. As an individual of learning and an educational officer, the Instructor should remember that the public may judge the profession and the institution by his or her utterances. Hence, the Instructor should at all times be accurate; should exercise appropriate restraint; should show respect for the opinions of others, and should make every effort to indicate that he or she is not an institutional spokesperson.

**Article XVII**  
**Telecommunications**

The Telecommunications Education System is an electronic educational network designed to provide an alternative means of instructional delivery to provide educational resources to students in a cost-effective and efficient manner. A Telecommunications Education System shall not cause the layoff, replacement, displacement, or reduction of any faculty member's work hours. This provision shall not be construed to prohibit replacement or reduction through attrition, nor will this provision have any bearing on layoffs or reductions not related to the operation of the system.

Class schedules utilizing telecommunication as a deliver system will be determined as part of the normal scheduling process in accordance with Appendix C.

MAHE Faculty will be offered first opportunity to instruct telecommunications activities, based on seniority.

Pay shall be determined in accordance with the credit/contact value of the course, whichever is appropriate.



## **Article XVIII Early Retirement**

- A. The decision to participate in the Early Retirement Incentive Plan is expressly voluntary on the part of the employee.
- B. The Instructor must have served at least ten (10) consecutive full-time or equivalency years for Gogebic Community College and actually retire under the terms of the Michigan Public School Employees Retirement System.
- C. The Instructor must make application for retirement and provide a written statement of resignation of their position to the College by May 1<sup>st</sup> for retirement at the end of fall semester or September 1<sup>st</sup> for retirement at the end of spring semester. The statement of resignation will indicate that the resignation is for purpose of retirement and state the effective date. An instructor who has purchased or will be purchasing service credit and is retiring early, must notify the College in May of the year prior to the effective retirement date.
- D. To receive payments as specified herein, a MAHE member must opt to retire at the end of the academic year in which he/she becomes eligible to retire.
- E. The incentive shall be twenty thousand (\$20,000) dollars. Payment shall be in three (3) equal installments to be paid in January each year following retirement for three (3) years.
- F. Full retirement as provided herein shall be limited to four (4) bargaining unit members during any given year. In the event more than four (4) bargaining unit members opt to retire during one year, the total available package shall be divided equally among the retirees. On a one time basis only, for the current year, the college will increase the limit of four (4) retirees and allow an unlimited number of faculty to participate in an early retirement plan. Also, the notification dates set forth in Section C, above, shall be waived for the current year only.
- G. In addition to the sum determined above, the College shall pay the retiree to cover dependent costs associated with the state plan and any required deductibles.
- H. The Instructor, through requesting early retirement, agrees that such shall serve as satisfaction/waiver of any other claim for compensation (e.g., unemployment compensation, etc.) against the Gogebic Community College.
- I. The Instructor also agrees to waive, in writing, any and all rights and claims against the College arising under the Age Discrimination in Employment Act. The Employee is advised to consult with an attorney before signing the Agreement, and will be given sufficient time to decide whether to sign.
- J. The Employee will have seven (7) days to revoke a signed waiver.

K. Service credit purchased by the Instructor may or may not be used to determine eligibility for retirement, at the option of the Instructor.

**Article XIX**  
**Duration of Agreement**

This Agreement shall be effective as of August 16, 1998, and shall continue in effect through August 15, 2000. Negotiations between the parties begin sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

For the College:

For the Faculty:

Dodd J. Foster

J. R. Hill

Mark E. [unclear]

Sherril DeJoy Chandler

Joseph Galabro

Jana Milakovich

Dated: 7/27/99

**Appendix A**

**Paid Personal Leave Form  
Gogebic Community College**

Date: \_\_\_\_\_

I, \_\_\_\_\_, an Instructor at Gogebic Community College, hereby request from the College that I may take a paid personal leave day, pursuant to the provisions of the Agreement, on \_\_\_\_\_, 19\_\_.

This will be the \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
First \_\_\_\_\_ Day    First Full Day    Second \_\_\_\_\_ Day

\_\_\_\_\_ I have requested during this academic year.  
Second Full Day

\_\_\_\_\_  
Dean's Signature

\_\_\_\_\_  
Instructor's Signature

## Appendix B

### Glossary of Terms

<b>Faculty:</b>	Refers to the Gogebic Community College, Michigan Association of Higher Education, the exclusive representative of certain employees of Gogebic Community College.
<b>College:</b>	Refers to the Gogebic Community College, Board of Trustees, as representatives of the electors of the Gogebic Community College District.
<b>Instructor or Instructors:</b>	Refers to certain instructional and non-instructional employees of the College exclusively represented by the Faculty.
<b>Agreement:</b>	Refers to the bilateral negotiated contract between the College and the Faculty.
<b>President:</b>	Refers to the chief executive officer of the College.
<b>Dean:</b>	Refers to the administrator in charge of Business, Student Affairs, or Instruction.
<b>Division Chairperson:</b>	Refers to Instructors given additional responsibilities by the President.

## **Appendix C**

### **Memorandum of Understanding between The College and The Faculty**

Class schedules for each semester and summer session shall be developed by the Division Chairperson in the following manner:

- A. Each Division Chairperson shall request information on any desired class schedule changes from the Instructors of their respective division.
- B. Upon receipt of this information, each Division Chairperson shall develop a schedule of classes for all courses taught in his or her division.
- C. All Division Chairpersons and the Instructional Dean shall meet to resolve any scheduling conflicts and to finalize the class schedule. Any disagreements between the Instructional Dean and Division Chairpersons shall be reduced to writing; the class schedules shall be submitted to the President for resolution of the conflict.
- D. Division Chairpersons and the Instructional Dean are to establish class schedules for the summer term no later than March 1; for the fall term no later than May 1; for the winter term no later than November 1.

## Appendix D

**Letter of Understanding  
between  
The Gogebic Community College Board of Trustees  
and  
The Gogebic Community College MAHE**

The following provisions shall pertain only to the teaching in an ORI course and shall not alter any provision of the Master Contract:

1. Full-time Faculty shall be paid 1/480 of his/her contractual salary for each hour of class time while teaching in an ORI course and shall be paid in a single lump sum upon completion of the assignment.
2. Part-time Faculty shall be paid 1/480 of his/her salary schedule step for each hour of class time while teaching in an ORI course and shall be paid in a single lump sum upon completion of the assignment.
3. Non-teaching Instructors shall be paid 1/480 of his/her salary schedule step for each hour of class time while teaching in an ORI course outside his/her regular work hours and shall be paid in a single lump sum upon completion of the assignment. The college agrees not to rearrange a non-teaching Instructor's schedule to accommodate ORI teaching within his/her regular work hours.
4. For Adjunct Faculty who teach 6 or less credit hours per academic year, more than 8 class hours of ORI teaching shall be considered 1 credit to be credited toward the Faculty member's total credit accumulation used to determine his/her eligibility to be covered by the Master Contract.
5. This pay will not be considered a part of, or towards, overload pay nor count as an extra preparation.
6. Loss of ORI teaching time will not be subject to the provisions of Article VI, Paragraph E1 through E4 of the Master Contract.

## **Appendix E**

**Letter of Understanding  
between  
The Gogebic Community College Board of Trustees  
and  
The Gogebic Community College MAHE**

The above-named parties hereby agree to the following in association with the negotiated Tentative Agreement of August 13, 1992:

1. Paul Semmerling and Pat Dragish shall be placed on Step 10 of the Salary Schedule.
2. Jean Milakovich shall be placed on continuing contract per Article VI, Section C.
3. Dennis Mackey shall continue to have his base salary paid on a credit hour basis and his coaching on a contact hour basis per the established practice.

## APPENDIX F

### Letter of Understanding between The Gogebic Community College Board of Trustees and The Gogebic Community College MAHE

The following part-time faculty shall receive salary adjustments for the 1993-94 academic year:

Michael Barker	\$12,421.20 - \$11,051.20 = \$1,370.00
Keith Beckman	\$11,493.00 - \$9,209.33 = \$2,283.67
Paulette Schwartz	\$7,590.73 - \$6,753.51 = \$837.22
Michael Wennersten	\$7,878.73 - \$6,466.53 = \$1,432.20

The following part-time faculty shall be placed at the salary step indicated for the 1994-95 academic year.

Michael Barker	Step 2 BA
Keith Beckman	Step 5 BA
Paulette Schwartz	Step 2 BA
Michael Wennersten	Step 4 MA+

The following part-time faculty shall continue to move one full step on the salary schedule each academic year until reaching the maximum step:

Keith Beckman	Therese Pawlak
Bill Daugherty	Deborah Pletcher
Gerry Maki	Willa Popovich
Alex Marciniak	Michael Wennersten
Faye O'Neill	

Keith Beckman and Michael Wennersten have a Continuing Contract.



## **APPENDIX G**

**Letter of Understanding  
between  
The Gogebic Community College Board of Trustees  
and  
The Gogebic Community College MAHE**

The following part-time faculty shall be eligible to come under the terms of this Master Agreement provided they teach more than six (6) credits each academic year:

Courtland Geib  
Keith Beckman  
Paulette Schwartz  
Alex Marciniak  
Deborah Pletcher  
Faye O'Neill  
Susan Edwards  
Gerald Maki