

3/31/002

1997-2002

**AGREEMENT**

between



**Kalamazoo Valley Community College**

and the

**Kalamazoo Valley Community College Faculty Association**

*Kalamazoo Valley Community College*





TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	RECOGNITION ..... 1
ARTICLE 2	ASSOCIATION RIGHTS AND RESPONSIBILITIES ..... 1-3
2.1	Association Rights ..... 1-2
2.2	Association Responsibilities ..... 2-3
ARTICLE 3	EMPLOYEE RIGHTS AND RESPONSIBILITIES ..... 3-6
3.1	Professional Appointments ..... 3-4
3.2	Personnel Files ..... 4-5
3.3	Employee Conduct and Discipline ..... 5
3.4	Evaluation ..... 5-6
3.5	Subsidiary Rights ..... 6-7
ARTICLE 4	MANAGEMENT RIGHTS ..... 7
ARTICLE 5	PROFESSIONAL SERVICES ..... 7-15
5.1	Professional Commitment ..... 7
5.2	Instructional Employees ..... 8-10
5.3	Non-Instructional Employees ..... 11
5.4	Museum Curators ..... 12
5.5	Staff Reduction ..... 12-14
5.6	Innovative Assignments ..... 14-15
ARTICLE 6	AUTHORIZED ABSENCE ..... 15-18
6.1	Sick Leave ..... 15-16
6.2	Short-Term Disability Pool ..... 16
6.3	Business Leave ..... 16-17
6.4	Jury Leave ..... 17

6.5	Bereavement Leave .....	17
6.6	Sabbatical Leave .....	17-18
6.7	Meritorious Leave .....	18
6.8	Family and Medical Leave.....	18
6.9	Leave Requests .....	18
ARTICLE 7	COMPENSATION AND BENEFITS .....	18-20
7.1	Compensation .....	19-20
7.2	Fringe Benefits .....	20
ARTICLE 8	GRIEVANCE PROCEDURES .....	20-23
8.1	Objectives .....	21
8.2	Grievance Levels .....	21-22
8.3	General Procedures .....	22-23
ARTICLE 9	GENERAL PROVISIONS .....	23-25
9.1	Contract Representatives .....	23
9.2	Notices .....	23
9.3	Successor Agreement .....	23
9.4	Scope, Waiver and Alternation of Agreement .....	24
9.5	Interpretation .....	24-25
9.6	Duplication of Agreement .....	25
9.7	Effective Date and Termination .....	25
Appendix A	Instructional Strategies, Instructional Units and Course Preparations .....	26-32
Appendix B	Base Compensation .....	33-34
	Summer Term Compensation .....	34
	for Unit Members Only	
Appendix C	Fringe Benefit Program .....	35-38
	1. Insurance .....	35-36
	2. Flexible Compensation Menu .....	36-37
	3. Tuition Remittance .....	38
	4. Optional Retirement Plan .....	38

# AGREEMENT

This AGREEMENT made as of the date hereinafter set forth by and between the Kalamazoo Valley Community College (hereinafter called the "Employer") and the Kalamazoo Valley Community College Faculty Association (hereinafter called the "Association");

WITNESSETH:

## ARTICLE 1

### RECOGNITION

The Employer recognizes the Association as the exclusive representative for purposes of collective bargaining of all full-time ten-month instructional faculty members, counselors, librarians and for all full-time twelve-month museum curators in respect to wages, hours and other terms and conditions of employment.

## ARTICLE 2

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 2.1 Association Rights. In order to facilitate the administration of this Agreement, the Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:
- 2.11 Meeting Facilities. The use of College facilities at reasonable hours for the conduct of Association meetings, provided that such use shall not interfere with the Employer's use of the facilities and that the Association shall reimburse the Employer for any additional reasonable expenses occasioned by such use.
- 2.12 Services and Equipment. The use of designated equipment, provided that such use shall not interfere with the Employer's use, shall not require the services of any non-bargaining unit employees and shall not be used by any employees in such manner as to interfere with the discharge of their employment duties or the discharge of the duties of any other employee. The Employer shall be promptly reimbursed by the Association for all supplies used and for any damage.
- 2.13 Employee Communications. The Association shall have the right to communicate with bargaining unit members through the use of designated bulletin boards, or sections thereof, or the reasonable use of the College mail service. All materials shall bear the name of the Association and the name of the person authorizing the posting or distribution thereof. No Association materials of any kind shall be displayed on or about the physical facilities of the College except on the designated bulletin boards and no displayed material shall be derogatory to the Employer nor to any employee. The Association shall save and hold the Employer harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of any such materials.
- 2.14 Deduction of Membership Dues. Association members may elect on or before the

third Friday in September to pay their AAUP membership dues through payroll deduction by submitting a written authorization to the Payroll Office on a form acceptable to the Employer. Any such authorization shall continue in effect until revoked in writing by the Association member. A revocation shall become effective at the beginning of the first regular payroll period subsequent to the date on which it is received in the Payroll Office. The Association shall certify in writing to the Employer annually, no later than the third Friday in September, the authorized amount to be deducted from each Association member electing payroll deduction. The Employer shall deduct the authorized amount from each Association member's pay in sixteen (16) substantially equal bi-weekly installments beginning with the pay date which falls between October 4 and 18 of each work year, and transmit within fifteen (15) days the total deductions to the Association together with a list setting forth the name of each Association member for whom deductions were made. The Employer shall use its best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies within twenty (20) days.

2.15 New Bargaining Unit Member Notification. The Employer recognizes the Association's need and responsibility to meet new bargaining unit members for the purpose of orientation to the Association and the Agreement. The Employer will make every attempt to provide names, addresses and telephone numbers of new full-time bargaining unit members to the President of the Association at least two weeks prior to the first day of the new member's professional obligation. Further, the Employer will provide the President of the Association with information regarding the dates, times and places of scheduled Employer orientation activities for new bargaining unit members as soon as such activities have been scheduled.

2.16 Cooperative Problem Solving. The Employer agrees to conduct its dealings with the Association in a professional and responsible manner and to diligently search for solutions to problems as they relate to the Agreement.

2.2 Association Responsibilities. The Association shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:

2.21 Non-Discrimination. The Association agrees that it will not discriminate against any faculty member in the bargaining unit by reason of race, creed, color, sex, age, marital status, national origin, disability, veteran status, height, weight, or any other classification protected by law.

2.22 Association Responsibilities. The Association shall promptly notify the Employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice. The Association further agrees to conduct its dealings with the Employer in a professional and responsible manner and to diligently search for solutions to problems as they relate to the Agreement. If this policy is not adhered to, the Employer may file a letter of complaint with the Association officers.

2.23 Concerted Activities. The Association agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer. The provisions of this section shall remain in full force and effect until such time as this Agreement shall be superseded by a new Agreement between the parties.

2.24 Association Activities. Except by the express agreement of the Employer, the performance of the duties of employees shall not be interrupted for the purpose of conducting any Association activities whatsoever, provided, however, that this provision shall not prevent the authorized representatives from having such reasonable contact with members of the Association as shall be necessary to ascertain that the terms of the agreement are being observed.

### ARTICLE 3

#### EMPLOYEE RIGHTS AND RESPONSIBILITIES

##### 3.1 Professional Appointments.

3.11 Term Appointments. New employees shall be employed on an annual appointment basis only.

3.111 Renewal. Each one-year appointment to a term appointment will be renewed for an additional year unless a notice of discontinuance is given, provided that not more than three (3) renewals shall be granted.

3.112 Discontinuance. A written notice of discontinuance shall be given to an employee at least thirty (30) calendar days prior to the end of the employee's work year. If the employee shall request in writing a hearing within fifteen (15) calendar days of the notice of discontinuance, the Employer Board of Trustees shall review the employment records of such employee for the purpose of determining whether the discontinuance of the employee's services at the end of the letter of appointment shall be affirmed. The failure to renew the letter of appointment shall not be subject to the grievance procedure and shall terminate the employee's appointment with the Employer at the end of his current letter of appointment.

3.12 Terminal Appointment. An employee may be appointed to not more than one (1) one-year terminal appointment following the work year in which a continuing appointment has been denied. Such employee will not be reconsidered for a continuing appointment.

##### 3.13 Continuing Appointments.

3.131 Automatic Appointment. Employees shall automatically be granted a continuing appointment upon the successful completion of their final term

appointments, unless the Employer shall have given notice of discontinuance as hereinabove provided.

3.132 Appointment. A continuing appointment shall be automatically renewed for the next work year until the death, disability, retirement, disciplinary discharge, voluntary termination or involuntary termination of an employee.

3.133 Involuntary Termination Procedure. Employees on a continuing appointment may be involuntarily terminated only for reasonable and just cause, and such termination shall be subject to the grievance procedure. Employee may be suspended with or without compensation or benefits pending such determination. Nothing in this agreement shall limit the right of the Employer to adopt one or more policies concerning the retirement or disability of its employees.

3.2 Personnel Files. The Employer shall cause an official personnel file to be established and maintained for employees in accordance with the following guidelines, namely:

- A. The employment portion of the personnel file shall include records of education and employment, and such other records, documents and materials which are expressly required to be filed therein by the terms of this Agreement or by law. The performance portion of the personnel file shall include records, documents, and other materials relating to the professional activities and performance of an employee which are expressly required to be filed therein by the terms of this Agreement, including but not limited to evaluations, professional plans and development plans.
- B. Employees shall be given written notice of the insertion or removal of any evaluative materials in the personnel file which adversely reflect on the character of their professional services, or which are not positively identified as having been copied to them.
- C. Employees shall have the right to review the contents of their personnel file upon reasonable prior request. A representative of the Association may accompany an employee at the request of the employee. The file shall be reviewed in the presence of an administrator, or designee, responsible for the safekeeping of the file. The credentials and references of employees shall not be subject to review.
- D. Employees may request in writing that material be modified or removed from their file which the employee claims to be erroneous. Such written request shall set forth the factual basis for such claim. If the Employer shall fail within thirty (30) work days from receipt of such request to comply therewith, employees shall have the right to insert in their file a written statement, or other relevant material, concerning such material. The objectionable materials shall be appropriately marked to show the existence of such employee filing.
- E. The Employer will not release the contents of a personnel file to persons not within its employ except upon the written consent of the employee, unless otherwise required by law or judicial order.



### 3.3 Employee Conduct and Discipline

- A. The Employer shall have the right to establish such standards of professional conduct and rules and regulations which are not in conflict with this Agreement.
- B. No employee shall be disciplined without just cause and any such discipline shall be subject to the grievance procedure.
- C. Employees shall be advised of their right to have a representative of the Association present and to have such Association representative present during any disciplinary action when such action will become part of their personnel file. If a request for representation is made, no action shall be taken with respect to the employee until such representative of the Association is present, provided that this provision shall not limit the right of the Employer to take such action as may necessarily be required prior to the arrival of such representative.
- D. The Employer agrees to follow a policy of progressive discipline which minimally includes an oral or written warning, oral or written reprimand, suspension with or without compensation and/or benefits, or discharge. Any disciplinary action taken against employees shall be appropriate to the behavior which precipitated such action.

3.4 Evaluation. The Employer shall be responsible for the performance evaluation of the professional employees and to observe such employees in the performance of their duties. The Employer, after consultation with the faculty, shall adopt reasonable written policies and administrative procedures for the conduct of such evaluations, which policies and/or procedures shall conform to the following guidelines.

3.41 Standards. Evaluations shall be primarily used for the purpose of improving the effectiveness employees in the performance of their professional duties.

3.42 Criteria. Evaluation criteria shall include:

- a. Demonstrated teaching effectiveness by instructional employees,
- b. Demonstrated use of knowledge for the benefit of students or other appropriate clients by non-instructional employees,
- c. Effectiveness in other professional responsibilities,
- d. Evidence of personal and professional growth and development.

3.43 Formal Evaluations. Each formal evaluation shall be in writing and shall include input from employees, their colleagues, students (clients of non-instructional employees), administrators and such other information deemed by either party to be relevant and important. A formal evaluation shall be written, after consultation with employee,s and will include areas needing improvement and a plan, with time frames, for addressing any concerns. Employees shall submit their written

statement concerning it to the Employer.

3.44 Period.

3.441 Employees on a term appointment shall be formally evaluated at least once each work year, but may be evaluated more often at the discretion of the Employer. If discontinuance is recommended, the reason(s) for such discontinuance shall be communicated to the employee in writing.

3.442 Employees on a continuing appointment shall be formally evaluated at least once every three (3) years, but may be evaluated more often at the discretion of the Employer. Employees who are reassigned to a subject area, field or program other than the initial area of appointment may be evaluated for two consecutive years following such reassignment, but shall retain their continuing appointment status.

3.45 Other Factors. This formal evaluation shall not be deemed to be the only method of determining the effectiveness of employees. The Employer may provide for such additional formal and informal evaluations as it shall determine to be necessary for the proper conduct of the educational program. All formal written evaluations which have been made in accordance with the procedures herein set forth shall be placed in the employees' personnel files. An evaluation shall not be subject to the grievance procedure, except to the extent that the Employer has failed to comply with the procedures herein established.

3.5 Subsidiary Rights.

3.51 Collective Bargaining. Whenever employees are mutually scheduled by the parties to participate in collective bargaining during working hours, they shall suffer no loss of pay or benefits for time necessarily spent in carrying out such responsibilities.

3.52 Association President. The Employer will make reasonable effort to take into consideration the responsibilities of the Association President when scheduling the President's teaching assignments or determining other professional duties and responsibilities.

3.53 Consultation. The Employer will make reasonable effort to consult with employees concerning the selection of supervisors or instructional administrators whenever such positions are to be filled.

3.54 Academic Freedom. The following excerpt is taken from the AAUP's 1940 Statement of Principles on Academic Freedom and Tenure: "Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research. . . . Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning."

Therefore, within the law, full freedom of inquiry and teaching shall be maintained and encouraged. Faculty members are entitled to freedom in the classroom in discussing their subjects, but shall avoid introducing into the teaching process controversial matter which has no reasonable relationship to the subject and shall not without just cause restrain a student from independent action in the student's pursuit of learning, and shall not without just cause deny the student access to varying points of view. Faculty shall not deliberately suppress or distort subject matter for which they bear responsibility.

Faculty are citizens, members of a learned profession and employees of an educational institution. When they speak or write as citizens, they shall be free from institutional censorship or discipline, but their special position in the community imposes special obligations. Faculty should remember that the public may judge their profession and their institution by their utterances. Hence they 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 they are not speaking for the institution. (AAUP Policy Documents and Reports, 1995, 3-4)

- 3.6 Student Complaint Procedure. If a complaint from a student concerning a faculty member is brought to a dean, the dean will confer with the student for the purpose of ascertaining the nature and seriousness of the complaint. Prior to taking action on the complaint, the dean will discuss the complaint with the faculty member. In an extraordinary circumstance, the dean may inform the faculty member after taking action on the student's complaint.

#### ARTICLE 4

##### MANAGEMENT RIGHTS

The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and constitutions of the State of Michigan and the United States, and all rights and powers to manage the College and direct the employees of the College except as otherwise provided in this Agreement.

#### ARTICLE 5

##### PROFESSIONAL SERVICES

- 5.1 Professional Commitment. The parties recognize that the professional commitment of employees cannot be precisely measured and that the full and adequate discharge of professional employees' duties may require a greater commitment of time than that which has been scheduled, and the provisions herein shall be so applied and interpreted.
- 5.2 Instructional Employees.
- 5.21 Work Year. The normal work year will begin on or about the second week in August and end on or about the third week in May. The normal work year will consist of two

(2) sixteen (16) week semesters plus not less than ten (10) nor more than fifteen (15) additional days for non-instructional purposes including, but not limited to, grading, preparation and in-service seminars and student enrollment, retention and orientation activities. The College and the Association have an interest in employees serving students throughout the year; therefore, the beginning and ending dates may be waived by mutual consent between the employee and the College.

The Employer will prepare a calendar for the next year at least sixty (60) calendar days preceding the last day of scheduled activities for the current year. The calendar will be published at least sixty (60) calendar days preceding the first day of professional obligation for each academic year. The employer will ensure at least eight (8) but not more than twenty (20) calendar days between the Fall and Spring semesters and not more than five (5) days of Spring Break during the spring semester.

5.22 Work Week. The normal work week will be scheduled by the Employer between the hours of 7:30 a.m. and 10:30 p.m., Monday through Friday. Any work scheduled before 7:30 a.m. on any day or after 5:00 p.m. on Friday will be with the consent of the employees.

5.23 Work Day. The normal work day will be ten and one-half (10 1/2) clock hours beginning with the first professional duty and ending upon completion of the last professional duty, except by agreement of the employees or where an overload assignment is involved.

5.24 Work Load. The normal work load will consist of:

- a. A base teaching load of thirty (30) instructional units (I.U.) for the work year, provided that not more than eighteen and one-half (18 1/2) units will be scheduled for a semester except by mutual consent between the employee and the College. A substantially equal base teaching load of fourteen (14) to sixteen (16) I.U.'s for each semester of the work year may be assigned by the Employer. When summer teaching load is counted toward base teaching load, I.U. count for the Fall and/or Spring semesters will be adjusted accordingly. The initial work load assignment must be made not later than thirty (30) days before the beginning of the work year.
- b. Posted and maintained weekly office/consultation hours at times appropriate for meeting student needs. Minimum posted hours shall be as follows:

<u>Strategy</u>	<u>Base</u>	<u>Office Hours</u>
Lecture/discussion, Composition and Open Laboratory	Each course I.U., each semester	4
Clinics and Standard Laboratory	Each course I.U., each semester	2

Independent Study/ Prior Learning Evaluation	Each student, each semester	2
Special Assignment	Assignment	As mutually agreed
Television and Audiovisual	Each 20 students	1 Per Week

Office hours shall be scheduled over the period and days the course(s) is(are) scheduled but in no event shall employees schedule less than one (1) hour during each work week. If at least two (2) but less than six (6) hours are required during each work week such hours shall be scheduled on two (2) separate days. If six (6) or more hours during each work week are required, such hours shall be scheduled on three (3) separate days. Daytime office hours shall not be scheduled in less than one (1) hour blocks. Office hours after 5:00 p.m. shall not be scheduled in less than one-half (1/2) hour blocks.

- c. Various professional responsibilities which are in addition to those assignments which carry instructional units. These will typically include the following:
1. participation in appropriate committees;
  2. participation in faculty, curricular and department meetings;
  3. participation in ceremonial exercises;
  4. professional growth and development;
  5. updating existing curricula, preparing new curricula, or altering delivery methods for the curricula;
  6. academic mentoring of students; and
  7. such other activities as are reasonably required for employees to remain current in the assigned area and for the discharge of their professional responsibilities.

**5.25 Work Scheduling.** The Employer will schedule all work subject to the following:

- a. Employees will not be required to teach more than three (3) consecutive lecture/discussion, composition or seminar class periods or have more than four and one-half (4 1/2) clock hours of other instruction without a break of at least one-half (1/2) hour, except by agreement of the employees.
- b. Employees will not be assigned a class before 9:30 a.m. on a day following a day a class assignment extended beyond 7:30 p.m., except by agreement of the employees or where an overload assignment is involved.
- c. Classes which begin after 5:00 p.m. will be scheduled on an equitable basis subject to student needs and availability of qualified instructors. As a general guideline, employees will not be scheduled to teach more than five (5) night



classes during the work year where such classes require them to teach after 5:00 p.m.

- d. Reasonable effort will be made to provide employees forty-five (45) minutes for lunch between 10:30 a.m. and 1:45 p.m. and/or forty five (45) minutes for dinner between 4:30 p.m. and 7:00 p.m.
- e. Employees shall be provided with three (3) work days notice of meetings where attendance is required.
- f. Except in the first two (2) years at the College, or by mutual agreement, employees will be given thirty (30) calendar days prior notice if they are assigned, or may be assigned, to teach a course they have not taught at the College within the preceding two (2) years. In the event employees are assigned two (2) or more courses they has not taught for one calendar year, they shall be given not less than sixty (60) calendar days prior notice.
- g. Employees may refuse an assignment in the fall semester which causes their work load to exceed eighteen and one-half (18 1/2) I.U. or any assignment which causes their work load for the year to exceed thirty-one (31) I.U. Refusal to accept any such assignment will not be considered as a negative factor in their evaluation.

5.26 Overload. Employees will qualify for overload compensation if their work load exceeds eighteen and one-half (18 1/2) I.U. for a semester and/or thirty (30) I.U. for the work year unless a waiver of this section is mutually agreed to pursuant to Article 5.24 A. Overload compensation will be paid for each one-tenth (1/10) I.U. in excess of the base assignment at the rate set forth in Article 7. Employees may refuse any assignment which is entirely overload and will not have such action considered as a negative factor in their evaluation.

5.27 Collateral Duties. If the Employer schedules a non-teaching assignment, employees will receive appropriate I.U.'s as defined by the Special Assignment strategy in Appendix "A". Employees with collateral duty assignments will not be assigned conflicting schedules. Employees may refuse a non-teaching assignment and will not have such action considered as a negative factor in their evaluation. The performance of the collateral duty shall be evaluated by the Employer. Such evaluation shall be based on the tasks and objectives determined at the beginning of the assignment. If, as a result of such evaluation, employees are removed from a collateral duties assignment, they shall be returned to teaching duties. Such evaluation and/or cancellation shall not be subject to the grievance procedure.

5.28 Instructional Unit. One instructional unit is equal to one (1) contact hour of lecture/discussion instruction, or its equivalent as shown in Appendix "A".

5.3 Non-Instructional Employees. The parties recognize that the professional commitment of non-instructional employees includes professional development, College service, and other such activities as are required to carry out their assignments. The following provisions shall apply to these activities as well as to hours scheduled for providing services directly

to students.

5.31 Work Year. The work year will be 1,480 clock hours and will begin on or about the second Monday in August and end on or about the last Saturday in May. The College and the Association have an interest in employees serving students throughout the year; therefore, the beginning and ending dates may be waived by mutual consent between the employee and the College.

5.32 Work Week. Except by mutual consent between employees and the College, the normal work week will be scheduled by the Employer between the hours of 7:30 a.m. and 10:30 p.m., Monday through Friday. Any work scheduled before 7:30 a.m. on any day or after 5:00 p.m. on Friday will be with the consent of employees. Employees will not be required to work more than forty (40) hours per week, except where an overload assignment is involved.

5.33 Work Day. Except by mutual consent, the average work day will be eight (8) clock hours excluding a lunch or dinner period, as scheduled by the Employer.

5.34 Work Scheduling. The Employer will schedule all work subject to the following:

a. Except by mutual consent, employees will be provided one (1) hour for lunch between 10:30 a.m. and 2:00 p.m. and/or one (1) hour for dinner between 5:00 p.m. and 7:00 p.m.

b. If an employees are assigned to teach a course, their normal schedule for non-instructional duties will be adjusted or they will receive overload compensation. In either case, the I.U.'s of the course assignment will be used as the basis for adjusting the work schedule or determining overload compensation.

c. If employees participate in College committee activities or in other working groups, their regularly scheduled duties will be adjusted to allow time to perform such activities. The Employer will not be required to allow more than an average of three (3) hours each work week for all such assignments.

5.35 Overload. Overload compensation will be paid for each one-tenth (1/10) I.U. at the rate set forth in Article 7. Employees may refuse any assignment which is entirely overload and will not have such action considered as a negative factor in their evaluation.

#### 5.4 Museum Curators.

5.41 Work Year. The work year shall begin on July 1 of each year and continue until June 30 of the following year.

5.42 Work Week. The work week shall normally be forty (40) hours per week, hours and days to be mutually agreed upon by the curators and their supervisor.

- 5.43 Work Day. Except by mutual consent the work day will be eight (8) hours excluding a lunch or dinner period as scheduled by the Employer. Curators shall have a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.
- 5.44 Overtime. Curators required to work overtime will be given compensatory time off, in a timely fashion.
- 5.45 Vacation Days. Curators will accrue twenty (20) vacation days annually over 26 pay periods. Vacation leave may be used, if approved, in blocks of four (4) or eight (8) hours only. Vacation leave will be charged against work days only. On December 31 of each year, not more than 20 days may be accumulated. Any time in excess of 20 days (160 hours) will be forfeited. If a holiday observed by the Employer falls during approved vacation leave, no leave time shall be charged for such holiday.
- 5.46 Holidays. Section 9.5, item D of this Agreement notwithstanding, curators shall be compensated for the ten (10) holidays observed by the Employer each calendar year. Curators shall not receive additional compensation or equivalent time off for a holiday which occurs while on either a paid or unpaid leave except as provided under 5.45. If required to work on a holiday observed by the Employer, curators shall receive an alternate day of holiday leave as mutually agreed by the curator and the supervisor.

## 5.5 Staff Reduction.

- 5.51 General Procedures. If the Employer determines that the number of employees is in excess of its current requirements, it shall have the right to reduce the number of employees in a given subject area, field or program, or to eliminate or consolidate positions. Within such subject area, field or program, the Employer may cause the necessary number of employees, beginning with those serving on term appointments, to be placed on lay-off in inverse order of their appointment as a full-time faculty member at the College, subject to program needs as determined by the Employer. A lay-off shall suspend for the duration of the lay-off the obligation of the Employer to pay compensation or fringe benefits under any individual letter of appointment or under this Agreement.
- 5.52 Retraining. When the Employer determines there is the potential for staff reduction, the opportunity to retrain may be given to continuing appointment employees, subject to the following provisions and restrictions:
- a. Any potential vacancies will be identified by the Employer and communicated to affected employees at least thirty (30) days before notice of layoff is given.
  - b. Affected employees will submit a written, signed agreement to retrain in a form acceptable to the Employer. The agreement to retrain shall contain a plan of study for retraining, and shall be submitted to the Employer within thirty (30) days of the date the employees received notice of layoff. Such plan of study shall be subject to approval by the Employer and must address a potential vacancy identified by the Employer.

- c. The period of time granted by the Employer to retrain will not exceed two (2) semesters. At the Employer's discretion, an extension may be granted upon written application to the Employer.
- d. During the retraining period, employees will be paid one-half (1/2) of their contractual base salary and shall retain insurance and retirement benefits. Leave time will cease to accrue during the retraining period. No other benefits will be provided to or accrued by the employee during the retraining period.
- e. Employees who retrain pursuant to the provisions of this Section will be accepted by the Employer to fill a potential vacancy identified by the Employer for which they have become qualified. Retrained employees agree to fill such positions for a period not less than three (3) years following their return from retraining. If employees fail to stay in such position for three (3) years, the employees shall immediately reimburse the Employer for the cost of salary and benefits received by the employees during the retraining period. The Employer may withhold from compensation due to the employees from the Employer any amounts necessary for such reimbursement.
- f. Employees participating in retraining under these provisions shall not suffer a loss of seniority except where retraining is for an administrative or support staff position.
- g. Course work completed during the retraining period shall not apply toward column advance.
- h. Retraining, as provided for in this Section, shall apply in cases of program modification, course deletion, or decreases in enrollment which affect a particular subject area, field or program. It shall not apply to cases which, in the Employer's judgment, relate to financial exigency or a general decline in enrollments.

#### 5.53 Lay-Off.

5.531 Notice. The Employer will make reasonable effort to give employees at least sixty (60) days notice of lay-off.

5.532 Reassignment. After notice of lay-off is given to employees, the Employer will make every effort to place employees in an available position in the bargaining unit for which they are qualified by virtue of education and experience.

#### 5.54 Guidelines for Reinstatement.

5.541 Procedure. When the Employer determines circumstances to be appropriate, employees placed on lay-off shall be reinstated in the subject

area from which they were laid off in inverse order of their placement on such lay-off. The Employer shall give written notice of recall from lay-off. Notification will be sent by mail to the last known address of the employees as filed by them with the Employer. If employees shall fail to confirm in writing their intention to return to work within fifteen (15) days from the date of the mailing of such recall notice, unless an extension is granted in writing by the Employer, employees shall be considered a voluntary quit and shall thereby automatically terminate their employment relationship with the Employer. The obligation of the Employer to rehire an employee shall terminate twenty-four (24) months following such lay-off.

5.542 Prior Status. Reinstatement of employees shall not result in loss of status or credit for previous years of service.

5.543 Vacancies. No new appointment shall be made within a subject area to fill a vacancy while there are employees on lay-off from the same subject area who are eligible to be reinstated and are qualified to fill the vacancy.

5.55 Limitations. The procedures herein set forth shall not apply to any reduction in the staff by virtue of the failure to reemploy employees at the end of their letter of appointment, the involuntary termination of employees for cause or the voluntary termination of employees.

5.6 Innovative Assignments. In the spirit of cooperation, and to acknowledge that risk taking is necessary in order to move the institution forward, the parties recognize that it is advantageous to provide for assignments which may conflict with other provisions herein but which may further the goals of the institution and the employees. In such an event, the following provisions shall apply.

5.61 Initiation. An innovative assignment may be initiated by the Employer or by employees. If by an employee, normal supervisory channels shall be followed in initiating the project. Employees may refuse an Innovative Assignment and will not have such action considered as a negative factor in their evaluation.

5.62 Work Schedule. A work schedule shall be developed for the duration of the assignment. Such schedule may, upon mutual agreement of the Employer and employee, alter normal work scheduling provisions herein including but not limited to, work year, work week, work day, work load and work scheduling. The work schedule shall specify the goals and anticipated outcomes of the project.

5.63 Assignment Review. At the completion of the assignment, a review shall be conducted to determine to what extent the goals and anticipated outcomes established in the Work Schedule were accomplished and to generally evaluate the worth of the project. Such review shall be confined to the Innovative Assignment.



## ARTICLE 6

### AUTHORIZED ABSENCE

Since the absence of professional employees generally has an adverse affect on the quality of the educational program, imposes increased responsibilities on other members of the professional staff, and increases cost, it is the responsibility of employees to avoid unnecessary tardiness or absence. The provisions herein set forth are not intended to reduce the professional responsibilities of employees nor to provide a form of additional compensation. Rather, they are intended to meet the legitimate humanitarian and professional needs of employees in a manner consistent with the requirements of the educational program and they shall be so applied and interpreted.

#### 6.1 Sick Leave.

##### 6.11 Use. Sick leave may be used for:

- A. Any physical or mental condition which disables employees from rendering professional services, excluding any condition compensable by worker's compensation or resulting from other employment except to the extent authorized by this agreement or expressly required by law.
- B. Any communicable disease which would be hazardous to the health of students, employees, or other persons using the facilities of the College.
- C. Physical examinations, medical, dental, or other health treatment which cannot reasonably be scheduled outside of the employees' regular work day.
- D. Providing care for a family member or other person who resides with employees during such person's period of disability due to physical or mental illness.

6.12 Number of Days. Employees shall be credited at the beginning of each work year with ten (10) days sick leave with pay. Employees employed after September 1 will be credited at the beginning of the term of employment with one (1) day of sick leave with pay for each month of scheduled employment or portion thereof.

6.13 Used Days. Sick leave shall be charged against work days only in one-half (1/2) day increments and shall cease to accumulate and shall not be used by employees during such period as employees are on a leave of absence or are otherwise not regularly providing services to the College.

6.14 Unused Days. Unused sick leave shall accumulate up to a maximum of one hundred ten (110) days. If employment is terminated, any accumulated sick leave shall be canceled and employees shall not be compensated either in terminal pay or otherwise. If an employee shall not complete the work year, the Employer shall be reimbursed for any days or fractions of days used in excess of the proportionate leave days earned as of the termination date.

- 6.15 Insurance. Payment for sick leave shall be reduced by the amount of disability insurance benefits which employees are eligible to receive under the terms of this Agreement.
- 6.16 Leave Authorization. When employee illness results in an absence of more than two calendar weeks, employees may be required by the Employer to have an examination at the Employer's expense. A competent medical authority of the Employer's choice will determine the need for continued absence.
- 6.2 Short-Term Disability Pool. Employees eligible to participate in the short-term disability pool shall contribute two (2) days of sick leave during their first year of employment. Any contributions to the plan in succeeding years of employment will be determined annually by the Disability Determination Committee on an as needed basis.
- 6.3 Business Leave.
- 6.31 Use. Business leave shall be used only for business, professional or personal obligations which cannot reasonably be scheduled at a time which does not conflict with the performance of professional duties. It shall not be used for other employment or for social, recreational, vacation or other similar purposes. Employees who use business leave for reasons other than those specifically set forth herein, and not within the spirit of this provision, shall be subject to discipline.
- 6.32 Number of Days. Employees shall be credited with two (2) days leave with pay annually. A maximum of four (4) days may be accrued.
- 6.33 Limitations. The employer shall grant a business leave if:
- a. Employees have given three (3) work days prior notice, except in an emergency, and
  - b. The appropriate reason for the leave is indicated on the request for leave form, and
  - c. Employees have made adequate provision for the discharge of their professional responsibilities during their absence, unless such absence is required for reasons which could not reasonably have been foreseen and reasonable preparations could not have been made for such responsibilities, and
  - d. The request for leave does not include the first day of a professional obligation at the beginning of Fall or Spring semester, or after the ending Spring Recess; or, the last day of a professional obligation at the end of Fall or Spring semester, or before the beginning of Spring Recess. Requests for meritorious leave will be granted in demonstrable emergency situations which may be affected by these limitations.
- 6.34 Used Days. Business leave shall be charged against work days only in one-half (1/2) day increments.

- 6.4 Jury Leave. Employees shall be entitled to leave with pay for jury service if they are unable to be excused or to have such service rescheduled to a time which does not conflict with the discharge of their professional responsibilities. Employees shall return to their duties whenever their attendance in Court is not actually required.
- 6.5 Bereavement Leave. Employees shall be entitled to up to three (3) days leave with pay due to the death of their spouse, mother, father, child, stepchild, brother, sister, grandparent and grandchild or their current mother-in-law, father-in-law, brother-in-law, or sister-in-law, or anyone who permanently resides with employees to the extent reasonably required to attend the funeral of the deceased and/or to attend to personal matters arising from such death. Bereavement leave shall be charged against work days only in one-half (1/2) day increments.
- 6.6 Sabbatical Leave.
- 6.61 Eligibility and Purpose. Employees who have completed twelve (12) compensated semesters of service to the College as a bargaining unit member since their initial appointment or termination of a previously granted sabbatical leave, may be granted a sabbatical leave for the purpose of professional growth and renewal.
- 6.62 Application. A written application shall be filed not later than October 31 of the year prior to the work year for which such leave is requested and shall contain such information as that required for the processing of leave applications.
- 6.63 Leave Terms.
- 6.631 Salary. Employees on leave for a year may elect to be paid one-half (1/2) base salary for the year or full base salary for one (1) semester. The base salary shall be the amount they would have normally received during the leave period. The method of salary payment shall be agreed to by employees and Employer in advance of the leave. Employees on leave for one (1) semester will be paid their base salary for the semester.
- 6.632 Fringe Benefits. To the extent that employees are not covered by other insurance and are eligible to be continued as participants in an existing insurance plan, coverage shall be continued. Employees and the Employer shall pay normal plan contributions.
- 6.633 Service Agreement. Employees shall sign an agreement that if they shall fail to return to the College as a professional employee for at least one (1) work year following the expiration of the leave, they will refund the full amount of all salary and benefits paid to them or on their behalf while on such leave.
- 6.64 Other Terms. The Employer shall not be required to grant any leaves under the provisions hereof and in no event more than four (4) in any one (1) work year. Eligibility for a leave and its terms shall be those in effect at the time the leave was granted together with such other terms which are not contrary to the terms of this Agreement as may have been agreed upon between employees and the Employer.

- 6.7 Meritorious Leave. The Employer may grant a leave of absence upon the request of employees for reasons of family emergencies, funerals, or for meritorious reasons not otherwise provided herein. In determining whether to grant any such leave, the Employer shall consider:
- A. The past performance of the employee;
  - B. The staffing needs and other requirements of the College;
  - C. The length of service of the employee and the probability that the employee will return to the service of the College; and
  - D. The purpose or purposes of the leave.

Leave may be with or without pay and if with pay, shall be charged against current or accumulated sick leave as mutually agreed between the Employer and the employee.

- 6.8 Family and Medical Leave. Employees who have been employed at the College a minimum of twelve (12) months, and have been compensated for at least 157 days within the previous twelve (12) months, are entitled to up to twelve (12) weeks of leave within any twelve (12) month period. Leave may be granted under this section for reason of childbirth, adoption and foster care, or the health condition of employees, their spouse, child or parent. Employees are required to use any accrued sick leave when granted Family and Medical Leave. If accrued sick leave is exhausted, the remainder of the leave shall be without pay providing, however, that health insurance benefits shall remain in effect for the duration of the leave.
- 6.9 Leave Requests. All leaves are to be requested by employees using a form provided by the Employer. Such form shall be submitted to the appropriate supervising dean in advance and as required by other leave provisions, or as soon as possible upon returning to duties following employee illness or emergency.

## ARTICLE 7

### COMPENSATION AND BENEFITS

#### 7.1 Compensation.

##### 7.11 Basic Compensation.

7.111 Compensation Structure. Compensation shall conform to the salary stipulations set forth in Appendix "B".

7.112 Initial Compensation. The initial placement of employees on the salary schedule who were not members of the bargaining unit during the prior work year shall be determined by the Employer on the basis of such employees' education, experience (including military service and vocational experience), past professional performance, and the general availability of persons with similar qualifications. The Employer will apply these factors in a consistent

manner and will include in the employees' employment file the rationale used to arrive at initial compensation.

7.113 Compensation Advancement. Employees shall receive the annual base salary increase as specified in 7.111 and Appendix "B" upon the completion of at least one full semester. For the purpose of this provision, employees on a paid sick leave or sabbatical leave shall be deemed to have rendered professional services for the period of such leave.

7.114 Column Advancement and Adjustments. The Employer shall determine at the time of initial employment those credits previously earned by the employee, if any, which will be recognized for the purpose of subsequent column compensation advancement. After becoming employees at the College, such employees may advance a Column upon completion of:

- a) The appropriate number of hours of graduate study in the employees' teaching field or in higher education or a combination thereof, provided that prior written approval of all such hours shall be obtained from the Vice President for Academic Services if they are to be applied to column movement, or
- b) An approved professional development plan.

Employees who have completed requirements for a column advance must notify the Employer 30 days prior to the beginning of the work year for which column advancement is sought. Proof of eligibility for such advance must be provided to the Employer no later than 30 days after the beginning of such year. Employees shall be transferred to a new compensation group when proof of eligibility is received. Employees who advance from Column I to Column II shall receive a salary adjustment of \$4,600. Employees who advance to Columns III, IV, V or VI shall receive a salary adjustment of \$1,300. Such salary adjustments shall be effective at the beginning of the work year for which eligibility has been established.

7.12 Additional Compensation. Employees shall be entitled to receive compensation in addition to the basic compensation as follows:

7.121 Additional Assignments. The Employer may pay additional compensation for the performance of professional assignments requiring additional professional responsibility, effort or skill. The amount of such compensation shall be determined by the Employer and the employee. The additional compensation shall terminate upon the completion of the assignment. The Employer may evaluate the performance of the additional assignment, with a written summary placed in the personnel file. If, as a result of such evaluation, the employee is removed from the additional assignment, such evaluation and/or cancellation shall not be subject to the grievance procedure.



7.122 Substitute Instruction. Employees who serve as a substitute instructor shall be compensated at the rate of ten (\$10.00) dollars for each clock hour of such service provided that the Vice President for Academic Services or designee shall:

- a) Be notified by the absentee instructor in advance of the anticipated absence.
- b) Have made the substitute assignment.

7.123 Overload. Instructional employees shall be paid overload compensation at the rate of \$450 for each instructional unit during 1997-98 and 1998-99. This rate shall increase to \$475 during 1999-2000, 2000-2001 and 2001-2002. One instructional unit equals forty (40) clock hours for non-instructional employees.

7.124 Non-Bargaining Unit Employment. If employees are selected to provide professional services for professional assignments not within the bargaining unit, including the summer term, they shall be eligible to receive the compensation then in effect for such assignment.

7.125 Third Shift Assignments. When employees accept an assignment which occurs entirely between the hours of 10:30 p.m. and 7:30 a.m., additional compensation shall be made. Such adjustment shall be made by multiplying the instructional units normally associated with the assignment by a factor of 1.10.

7.2 Fringe Benefits. Employees shall be eligible to receive a fringe benefit allowance in the amount and for the qualifying benefits described in or on Appendix "C". Should State or Federal law require an alteration in fringe benefits during the life of this Agreement, Section 9.5 shall be followed.

## ARTICLE 8

### GRIEVANCE PROCEDURE

8.1 Objectives. It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation of this Agreement which has not been resolved through the use of normal administrative procedures.

8.2 Grievance Levels.

8.21 Informal Adjustment. Prior to filing a written grievance, the Grievant shall meet with the party against whom such grievance is to be asserted for the purpose of attempting to adjust such alleged grievance without further proceedings. The request for the meeting must be made within ten (10) days from the time of the event or the time the Grievant reasonably should have known of the event.

8.22 Written Grievance. If the grievance is not satisfactorily resolved at the

informal conference, the Grievant shall have ten (10) days within which to file a written grievance with the party against whom such grievance is being asserted. Such written grievance shall include the following items A through F.

- a. An identification of the Grievant(s),
- b. The facts upon which the grievance is based,
- c. The applicable portions(s) of the agreement allegedly violated,
- d. The specific relief requested,
- e. The date of the grievance, and
- f. The signature of the Grievant.

A reply shall be provided to the grievant in writing within twenty (20) days from the receipt of the written grievance.

**8.23 Formal Conference.** If the reply is not satisfactory and a request is made within ten (10) days from the receipt of the reply, a formal conference shall be held within ten (10) days from the receipt of such request. The purpose of such formal conference shall be to seek a positive and constructive disposition of the grievance and to avoid the necessity for further proceedings. Any mutual agreement as to the disposition of the grievance shall be in writing. If the parties are unable to reach agreement, the party against whom the grievance is filed shall file a reply within twenty (20) days after the completion of the formal conference, unless both parties shall request that the conference be adjourned and reconvened with a state mediator.

**8.24 Arbitration.** If the grievance is not satisfactorily resolved at the formal conference or before a state mediator, the grievance shall be submitted to arbitration if such request is made within thirty (30) days from the receipt of the formal conference reply.

- a. The arbitrator shall be selected and the hearing conducted in accordance with the rules of the American Arbitration Association, provided, however, that:
  - (1) The arbitrator shall not have the authority to vary the terms of the Agreement nor to determine that any provision is unconstitutional nor contrary to any federal or state statute or regulation, it being expressly agreed that any such determination shall be made by a court of law. The arbitrator is expressly limited to the provisions of this contract when considering a grievance and rendering a decision.
  - (2) The arbitrator shall render a written decision within thirty (30) days from the conclusion of the hearing or the submission of arbitration briefs whichever shall be later.

- b. Either party shall have the right within thirty (30) days from the receipt of the decision of the arbitrator to apply to a court of competent jurisdiction for a rehearing of the grievance both as to the facts and the law, provided, however, that if application is not made within such time the decision of the arbitrator shall be binding. The respondent may implement the Arbitrator's decision on an interim basis without prejudice to the respondent's right to a re-hearing.

### 8.3 General Procedures.

#### 8.31 Definitions. As used in this article the word

- a. "Grievant" means the party or employee filing the grievance. If a Grievant is an employee, he or she shall have the right to personally attend each conference or hearing and/or have an authorized representative present.
- b. "Event" means the act or omission which the Grievant alleges violates one or more provision of this Agreement.
- c. "Day" means a calendar day except a Saturday, Sunday or a scheduled holiday observed by the College as set forth in Article 9 of this Agreement or except a calendar day during the scheduled Christmas or Spring recess.

#### 8.32 Forms of Action. All grievances, replies and requests shall be in writing and shall be filed with each party.

#### 8.33 Exclusions. The grievance procedure shall not apply to

- a. A grievance by any employee who desires to assert his or her legal right to present such grievance directly to the Employer and have it adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.
- b. Any grievance in which other proceedings would result in "double jeopardy" to the respondent.

#### 8.34 Withdrawals and Denials. Any grievance or request for advancement to the next grievance level which is not made within the time prescribed, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall automatically advance to the next grievance level unless withdrawn.

#### 8.35 Place of Proceedings. All proceedings up to arbitration shall be held on the College campus. Arbitration hearings shall be held at a location selected by the arbitrator within Kalamazoo County and the cost of any facilities located off-campus shall be shared equally by the parties.

#### 8.36 Costs. Any fee paid for the services of an arbitrator shall be shared equally by the parties, except as the arbitrator shall otherwise decide. Each party shall be

responsible for its own costs.

8.37 Contract Termination. The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a grievance filed prior to such expiration date.

## ARTICLE 9

### GENERAL PROVISIONS

9.1 Contract Representatives. Each party may designate in writing the name of its authorized representative to administer the contract.

9.2 Notices. Any written notice pursuant to this Agreement shall be addressed and delivered as follows:

A. Employer's Address: (Contract Administrator)  
Kalamazoo Valley Community College  
PO BOX 4070  
6767 West "O" Avenue  
Kalamazoo, MI 49003-4070

B. Association's Address: (Authorized Association  
Representatives)  
Kalamazoo Valley Community College  
Faculty Association  
PO BOX 648  
Oshtemo, MI 49077

C. Employees: As set forth in the records of the  
Employer

9.3 Successor Agreement. The negotiation of a new Agreement shall begin upon written request of either party made not earlier than March 1 of the year in which the Agreement expires.

9.4 Scope, Waiver and Alteration of Agreement. It is expressly agreed that neither the bargaining unit nor any provision of this Agreement shall be altered during the term of this Agreement except upon the voluntary prior written consent of both of the contracting parties provided that nothing herein shall prohibit the Employer from adopting policies, initiating programs or entering into other agreements which are not contrary to the express terms of this Agreement and provided further that the waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.

9.5 Interpretation. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such

provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

If any provision of this Agreement is invalidated, the parties will meet to renegotiate such invalidated provision. For the purpose of this Agreement,

- A. Captions are included only for convenience of reference and shall not modify in any way any of the provisions herein.
- B. The words "employee" or "employees" mean a ten-month, full-time faculty member, counselor or librarian, or a twelve-month, full-time curator, employed within the bargaining unit and does not include any other person employed by the Employer such as administrators and managers, members of the support staff, part-time employees or seasonal employees.
- C. The rights of either party or of employees to any benefits shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this Agreement in a subsequent agreement and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.
- D. Employees will not be required to work on Labor Day, Thanksgiving and the Friday following, Christmas Day, New Years Day, Memorial Day or any other holiday officially observed by the Employer during the work year and shall not be compensated therefore.
- E. The Employer may alter the work schedule to the extent the Employer determines necessary to comply with applicable local, state or federal laws or regulations; the availability of utilities; or for other circumstances beyond the control of the Employer, provided that the work year shall not be extended beyond the end of the regularly scheduled work year without the consent of the Association.
- F. Any individual contract or letter of agreement between the Employer and employees for the performance of duties which are subject to the terms of this Agreement, shall be subject and subordinate to the provisions hereof.
- G. This Agreement shall supersede any existing rules, regulations, or practices of the Board or the Administration which shall be contrary to or inconsistent with its terms.

9.6 Duplication of Agreement. The parties shall share equally the cost of furnishing a copy of the agreement to employees who are employed in the bargaining unit during the term of this Agreement. A copy of the Agreement shall also be made available for the perusal of prospective employees.




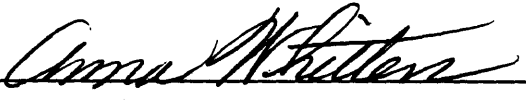
9.7 Effective Date and Termination. This Agreement shall commence as of June 1, 1997 and shall remain in full force and effect until midnight May 31, 2002, except as a provision shall by its express terms extend for a longer period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of:

EMPLOYER:

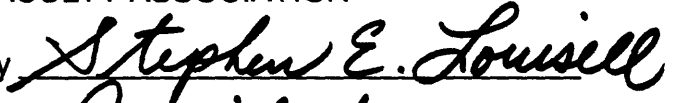
KALAMAZOO VALLEY COMMUNITY COLLEGE


By   
Its Chairman

By   
Its Secretary

ASSOCIATION:

KALAMAZOO VALLEY COMMUNITY COLLEGE  
FACULTY ASSOCIATION

By   
Its President

By   
Its Secretary

## APPENDIX A

### INSTRUCTIONAL STRATEGIES, INSTRUCTIONAL UNITS AND COURSE PREPARATIONS

This appendix outlines the instructional strategies, instructional units and course preparation values normally assigned by the Employer for instructional and professional activities.

1. Course Assignments. For each standard course, excluding special projects and independent study courses, identified in the College catalog, the credit-hour value, weekly "classroom hours" and weekly "laboratory hours" are designated.
2. Instructional Unit. One instructional unit is equal to forty (40) clock hours of instructional and professional activities. Instructional activities include: preparation, class contact, evaluation of student performance, and consultation with students. Instructional unit values will not be assigned in less than one-tenth (1/10) units.
3. Instructional Strategies. The Employer is responsible for approving the instructional strategy for each course in the educational programs of the College. The strategy for each course must be set forth in the approved course syllabus.

A permanent change in an existing strategy for any course may be proposed by employees normally assigned to teach the course or by the Employer. Any change that may result from a proposal submitted by employees shall be implemented only after mutual written agreement between the employees' department and the Employer. Any permanent change in instructional strategies proposed by the Employer shall be implemented only after consultation with the affected department.

When a new course proposal is developed, the strategy will be determined by mutual written agreement between employees who prepare the syllabus, in consultation with their department, and the Employer.

A temporary change in strategy for one or more sections of a course may be made by the Employer or requested by employees assigned to teach the course(s). The change must be set forth in writing and implemented only after mutual agreement between the employees and Employer. A temporary change will automatically expire at the end of the semester in which the course(s) is taught.

4. Course Preparations. A course preparation includes all activities an instructor may engage in to prepare for presenting subject materials to students in a course. Course preparation is an integral part of instructional activities.

Nine (9) course preparation credits each semester are included in the base work load and will not qualify for overload compensation. Employees will be compensated for each course preparation credit in excess of nine (9) each semester at the rate of three-tenths (3/10) Instructional Unit for each course preparation credit. One preparation credit equals one course credit-hour for distinct class activities as follows:

- a. Approved standard courses (excluding 270's, 280's, and 290's) with distinct course

numbers.

- b. Approved standard courses with distinct course titles indicating a substantial difference in course subject matter or content and not simply a variation in the manner of presentation.
- c. The PER 201, 202, 203 series will be viewed as a single course number with each different activity considered as a distinct preparation EXCEPT when various proficiency levels of the same activity are implied.
- d. All assigned fieldwork (270's) experience under a particular discipline designation will be counted as a single course preparation credit.
- e. Special projects (280's) will be counted as standard courses EXCEPT when the subject matter covered is essentially the same as another course assignment, a portion of a course or a combination of courses.
- f. Independent studies and prior learning evaluation (290's) will be given preparation credit ONLY when the subject matter is substantially different from a standard course (or other 280 or 290) included in the employees' assignment AND the independent study/prior learning evaluation was assigned by the Employer as part of the employees' regular load.

INSTRUCTIONAL STRATEGIES AND INSTRUCTIONAL UNITS

<u>INSTRUCTIONAL STRATEGY</u>	<u>INSTRUCTIONAL UNIT BASE</u>	<u>CLASS SIZE - TOP LINE</u> <u>INSTRUCTIONAL UNIT</u> <u>CREDIT - BOTTOM LINE</u>																								
<p>1. <u>Lecture/Discussion</u> A scheduled classroom activity conducted so that the instructor presents materials orally by various media to one, a few, or a large number of students.</p>	Each Contact Hour	<table style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="text-align: right;"><u>To 43</u></td> <td style="text-align: right;"><u>44-85</u></td> <td style="text-align: right;"><u>86-120</u></td> </tr> <tr> <td style="text-align: right;">1.0</td> <td style="text-align: right;">1.4</td> <td style="text-align: right;">1.7</td> </tr> <tr> <td colspan="3" style="padding: 10px 0 0 0;"> </td> </tr> <tr> <td style="text-align: right;"><u>121-240</u></td> <td style="text-align: right;"><u>241-360</u></td> <td></td> </tr> <tr> <td style="text-align: right;">2.3</td> <td style="text-align: right;">2.9</td> <td></td> </tr> <tr> <td colspan="3" style="padding: 10px 0 0 0;"> </td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;"><u>361 &amp; over</u></td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;">3.5</td> </tr> </table>	<u>To 43</u>	<u>44-85</u>	<u>86-120</u>	1.0	1.4	1.7				<u>121-240</u>	<u>241-360</u>		2.3	2.9							<u>361 &amp; over</u>			3.5
<u>To 43</u>	<u>44-85</u>	<u>86-120</u>																								
1.0	1.4	1.7																								
<u>121-240</u>	<u>241-360</u>																									
2.3	2.9																									
		<u>361 &amp; over</u>																								
		3.5																								
<p>2. <u>Composition</u> Courses which have objectives to develop students' ability to write and require an unusually large number of writing samples which must be read, marked and reviewed with students. Discussion is also a part of the in-class activity.</p>	Each Contact Hour	<table style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="text-align: right;"><u>To 24</u></td> </tr> <tr> <td style="text-align: right;">1.0</td> </tr> </table>	<u>To 24</u>	1.0																						
<u>To 24</u>																										
1.0																										
<p>3. <u>Standard Laboratory</u> Customarily a laboratory session is scheduled in addition to a lecture or discussion session during which the instructor works with the same students together, in small groups, or individually as they complete assignments which usually require application or information obtained through lecture or discussion.</p>	Each Contact Hour	<table style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="text-align: right;"><u>To 15</u></td> <td style="text-align: right;"><u>16-30</u></td> </tr> <tr> <td style="text-align: right;">.6</td> <td style="text-align: right;">.8</td> </tr> </table>	<u>To 15</u>	<u>16-30</u>	.6	.8																				
<u>To 15</u>	<u>16-30</u>																									
.6	.8																									
<p>4. <u>Open Laboratory</u> Student assignments, materials and/or equipment, and instructional technology are designed and selected by the instructors. Reports by students or technicians</p>	Each Contact Hour	<table style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="text-align: right;"><u>To 15</u></td> <td style="text-align: right;"><u>16-30</u></td> <td style="text-align: right;"><u>31-45</u></td> </tr> <tr> <td style="text-align: right;">.3</td> <td style="text-align: right;">.4</td> <td style="text-align: right;">.5</td> </tr> <tr> <td colspan="3" style="padding: 10px 0 0 0;"> </td> </tr> <tr> <td style="text-align: right;"><u>46-60</u></td> <td style="text-align: right;"><u>61-75</u></td> <td></td> </tr> <tr> <td style="text-align: right;">.6</td> <td style="text-align: right;">.7</td> <td></td> </tr> <tr> <td colspan="3" style="padding: 10px 0 0 0;"> </td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;"><u>76 &amp; over</u></td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;">.1 for each additional 1 through 15</td> </tr> </table>	<u>To 15</u>	<u>16-30</u>	<u>31-45</u>	.3	.4	.5				<u>46-60</u>	<u>61-75</u>		.6	.7							<u>76 &amp; over</u>			.1 for each additional 1 through 15
<u>To 15</u>	<u>16-30</u>	<u>31-45</u>																								
.3	.4	.5																								
<u>46-60</u>	<u>61-75</u>																									
.6	.7																									
		<u>76 &amp; over</u>																								
		.1 for each additional 1 through 15																								

INSTRUCTIONAL STRATEGY

INSTRUCTIONAL UNIT BASE

CLASS SIZE - TOP LINE  
INSTRUCTIONAL UNIT  
CREDIT - BOTTOM LINE

or other forms of feedback on student performance are provided to the instructors, but they need not necessarily be physically present during the time each student individually performs the assignment.

5. Clinic

Applies to Health Careers courses in which the instructor is physically present in a clinic setting to monitor, evaluate and consult with students assigned to the clinic.

Each Contact Hour

Variable

Off-Campus Nursing .5  
All other .4

Formula:

$$\frac{(\text{days each week}) \times \text{weeks} \times (\text{hours each day}) \times 60 \text{ minutes each hour} \times \text{IU value}}{800 \text{ minutes per contact hour}}$$

Example: Off-Campus Nursing Clinic

Clinic which runs two six-hour days per week for 16 weeks

$$\frac{2 \times 16 \times 6 \times 60}{800} \times .5 = \frac{32 \times 360}{800} \times .5 = 7.2 \text{ IU's}$$

6. Field Work

Designed to structure the learning experience for students individually so they will observe and, to some extent, apply the concepts, principles, and skills learned in earlier classes plus acquire a perceptual base on which later courses can build. For some courses this strategy may be used in addition to one of the other strategies. The role of the instructor includes:

Each Student

Variable

.2

<u>INSTRUCTIONAL STRATEGY</u>	<u>INSTRUCTIONAL UNIT BASE</u>	<u>CLASS SIZE - TOP LINE</u> <u>INSTRUCTIONAL UNIT</u> <u>CREDIT - BOTTOM LINE</u>
<p>(1) matching such experience available to students; (2) preparing the job supervisor to work with the student; (3) monitoring students' progress toward the expressed aim of their planned experiences; (4) with the supervisor assessing performance on the job; and (5) reporting a grade to be recorded on the student's record.</p>		
<p>7. <u>Independent Study/Prior Learning Evaluation</u> Students assume responsibility for determining the aims and methods for their study, and the means and criteria by which course completion will be assessed. The instructor serves: (1) as a resource person for students as they prepare the initial proposal through approval; (2) to assess the quantity and quality of results of the students' studies; and (3) to report a grade to be recorded on the students' record.</p>	Each Student	<p><u>To 5</u> .2</p> <p><u>Each student over 5</u> .1</p> <p>No more than 3.0 instructional units may be assigned to this strategy, regardless of class size.</p>
<p>8. <u>Special Assignment</u> Such special projects as: developing audiovisual materials for laboratory or lecture/discussion courses; special-purpose research; experimental instructional strategies; team teaching approaches; non-credit courses; and unusual variations of class categories to be designed, implemented</p>	Each Assignment	<p><u>Variable</u> <u>Variable</u></p>

INSTRUCTIONAL STRATEGY

INSTRUCTIONAL UNIT BASE

CLASS SIZE - TOP LINE  
INSTRUCTIONAL UNIT  
CREDIT - BOTTOM LINE

and evaluated for special purposes on an ad hoc basis. Collateral assignments of coordinators, directors, etc. shall be made within the framework of this strategy.

9. Self-Paced

Courses such as CRE 098, CRE 101, ENG 098, HCR 115, HCR 116, MSC 091, MSC 096, PSI 100, and others that may use self paced strategy. Student assignments and materials are designed and selected by the instructor. Reports by students or technicians or other forms of feedback on student performance are provided to instructors, but they need not necessarily be present during the time each student performs assignments. Instructors will schedule 2 contact hours per one credit hour a week for every 40 students in the classroom or lab setting to work with students and to provide instructional supervision.

Each Credit Hour

Every 4 students  
or portion thereof

.1

10. Television & Audio Visual

A scheduled instructional activity using television, audio visual or other software as the delivery system. The instructor conducts orientations, handles mailing, corrects assignments and exams, keeps records and maintains office/consultation hours for student discussion and/or telephone calls and

Each Credit Hour

To 30 31-60 61-120

.5      1.0      1.5

121-180 181-240

1.9      2.3

241 and over

2.7



assigns grades. For every 20 students a minimum of one office consultation hour per week will be scheduled.

One contact hour equals eight hundred (800) minutes per semester. Class size is determined as of the official count date.

APPENDIX B

BASE COMPENSATION

1997 - 2002

	<u>Less than Masters</u>	<u>Masters Degree or equiv.</u>	<u>MA+15 sh or equiv.</u>	<u>MA+30 sh or equiv.</u>	<u>MA+45 sh or equiv.</u>	<u>MA+60 sh or equiv.</u>
<b>1997-98</b>						
Minimums	\$30,247	\$32,566	\$33,377	\$34,192	\$35,037	\$35,889
Maximums	\$51,980	\$56,199	\$57,684	\$59,111	\$60,534	\$62,319
<b>1998-99</b>						
Minimums	\$30,928	\$33,299	\$34,128	\$34,961	\$35,825	\$36,697
Maximums	\$53,150	\$57,463	\$58,982	\$60,441	\$61,896	\$63,721
<b>1999-2000</b>						
Minimums	\$31,701	\$34,131	\$34,981	\$35,835	\$36,721	\$37,614
Maximums	\$54,478	\$58,900	\$60,456	\$61,952	\$63,443	\$65,314
<b>2000-01</b>						
Minimums	\$32,573	\$35,070	\$35,943	\$36,820	\$37,731	\$38,648
Maximums	\$55,976	\$60,520	\$62,119	\$63,656	\$65,188	\$67,110
<b>2001-02</b>						
Minimums	\$33,550	\$36,122	\$37,021	\$37,924	\$38,863	\$39,807
Maximums	\$57,655	\$62,336	\$63,983	\$65,566	\$67,144	\$69,123

1. All employees shall receive cumulative increases to base salary as follows:

1997-98	2.0%	2000-01	2.75%
1998-99	2.25%	2001-02	3.0%
1999-00	2.5%		

2. Employees on term appointment shall receive an additional \$1,000 each year they remain on term appointment.

3. Employees on continuing appointment, whose salaries fall below the appropriate maximums, shall receive an additional \$2,000 each year of this contract. If the employee's salary reaches the appropriate maximum with less than \$2,000, the amount necessary to reach the maximum shall be given.

4. Employees who will have 15 or more years of bargaining unit employment within the life of this contract shall receive cumulative increases in base compensation as follows:

First, apply the increases as described above. If this results in a salary less than the appropriate maximum by the year 1999-2000 or the 15th year in position, whichever is later, determine the compensation adjustment as described below.

For employees who have, or will reach, 15 or more years of service in the bargaining unit in 1997-98, 1998-99 or 1999-2000:

- a. Subtract the 1996-97 base salary from the appropriate maximum for the year 1999-2000.
- b. Divide the difference by three.
- c. Add the result, cumulatively, to the employees' base salary such that the appropriate maximum is reached in 1999-2000.

For employees who will reach 15 years of service in the bargaining unit in 2000-01 or 2001-02:

- a. Determine the appropriate maximum for the year in which the employees will reach 15 years of service.
- b. Subtract the 1996-97 base salary from the appropriate maximum.
- c. Divide the difference by the number of years between 1996-97 and the year in which the employee reaches 15 years of service.
- d. Add the result to the base salary, cumulatively, such that the appropriate maximum is reached in the 15th year of service.

- 4. When employees qualify for a column advance, their annual base salary adjustment shall be computed by applying the maximum of the new column to the above computations.

Base salary increases for the 1997-98 contract year shall be applied as soon as practicable following contract ratification, shall be retroactive to the beginning of the work year, and shall be distributed in equal installments.

Summer Term Compensation for Unit Members Only.

If the Employer shall select employees to provide professional services for the summer term, such compensation shall be as herein set forth.

Full-Time Instructors. Compensation shall be \$515 per instructional unit during 1997-98 and 1998-99, and \$540 per instructional unit during 1999-2000, 2000-2001, and 2001-2002. Instructional units shall be determined on the same basis used during the regular work year.

Program Counselors and Librarians. Compensation for professional services rendered during a summer term shall be determined by the following formula:

$$\frac{\text{Previous work year's base salary}}{185} \times \frac{\text{days of service in summer term}}{\text{summer term}} = \text{Compensation}$$

Payment. The provisions herein shall apply only to bargaining unit employees and not to other persons employed by the employer. The schedule of payments shall be as established by the Employer for the summer term.

APPENDIX C

FRINGE BENEFIT PROGRAM

I. INSURANCE

- A. Benefit Levels. The Employer will pay the full cost for a flexible compensation program, for the employee and eligible dependents, for benefits as specified on the following menu grid.
- B. Administration. To ensure confidentiality, the Employer will contract with an individual or a firm outside of the College to act as a third party administrator for the flexible compensation program.
- C. General Insurance Provisions.
  - 1. Employer's Obligation. The Employer's obligation to continue insurance shall terminate at the end of the calendar month in which employees last provide professional services except:
    - a. If employees provide professional services for the full work year, the obligation shall terminate June 30; and
    - b. If employees have agreed in writing to return for the new work year, the Employer agrees to continue its insurance obligations, provided, however, that if employees terminate their employment in violation of such agreement, they shall reimburse the Employer for any unearned portion of the insurance costs so contributed.
  - 2. The Association agrees to cooperate with the Employer in order to discourage insurance coverage which will result in double coverage with no reasonable benefit to the insured.

Changes in Health Benefits, by dates:

- 1. Faculty will contribute toward the cost of health coverage, on a pre-tax basis with payroll deduction available, the following:

August 1998 to December 31, 2000

Employee only . . . . .	\$260 annually
Employee and one dependent . . .	\$390 annually
Family . . . . .	\$520 annually

January 1, 2001 to May 31, 2002

Employee only . . . . .	\$338 annually
Employee and one dependent . . .	\$442 annually
Family . . . . .	\$598 annually

2. Effective January 1, 1998, the co-pay on name brand prescription drugs will increase from \$3 to \$5. Generic drugs will continue to have a zero co-pay.

3. Effective January 1, 1998, annual mammogram and other cancer screening tests will be added to the coverage for faculty who select Option I or Option II.

4. Effective January 1, 1998, annual deductibles will be increased, for the Core coverage, from \$75 to \$100 for individuals and from \$150 to \$200 for families.

5. Effective January 1, 1999, opt out payments will increase as follows:

Opt out completely . . . . .	\$1,200 (currently \$1,000)
Option I . . . . .	\$ 350 (currently \$250)
Option II . . . . .	\$ 600 (currently \$500)

6. Effective January 1, 1999, vision coverage will be enhanced with an additional \$10 toward eye exams, frames, and lenses for 1999 and 2000. This will be increased another \$10 for the calendar years 2001 and 2002.

7. Effective January 1, 1999, long term disability (LTD) coverage will be increased from a maximum of \$2,000 per month to a maximum of \$3,000 per month, still subject to the 66 2/3 limit.

8. Effective January 1, 1999, there will be a 20% penalty for using a health care provider who is not part of the Capp Care plan. This penalty will be in addition to applicable co-pays and deductibles.

(See Plan Booklet for a complete listing and explanation of benefits -- See preceding page for changes.)

BENEFIT	CORE	OPTION I	OPTION II	COMMENTS
<u>Health Insurance</u>				
Deductible:	\$100 - individual \$200 - family 90%/10% copay	\$100 - individual \$200 - family 80%/20% copay	\$500 - individual* \$1,000 - family 80%/20% copay	An employee who does not select CORE, Option I or II and can provide proof of insurance elsewhere is entitled to a cash payment.
Coinsurance:	\$1,000 annually \$1,000	\$2,000 annually \$250	\$3,500 annually \$500	
Maximum out-of-pocket: Opt Out/Opt Down.*	100% first \$5,000 90% next \$10,000 100% thereafter for room & board. 100% for special services.	Covered hospital/ major-medical expenses all subject to applicable deductible and coinsurance payment.	Covered hospital/ major-medical expenses all subject to applicable deductible and coinsurance payments.	
Hospital inpatient (excluding alcohol and drug inpatient):				
Alcohol/drug treatment:				
Inpatient:	Same provisions as hospital inpatient for alcohol/drug treatment inpatient.			
Maximum:	Lifetime maximum of \$25,000 for all alcohol/drug treatment whether inpatient or outpatient.			
Outpatient:	50 visits per year payable at 90%.	50 visits per year payable at 80%.	50 visits per year payable at 80%.	
Mental/nervous:				
Inpatient:	Same provisions as hospital inpatient for mental/nervous treatment inpatient.			
Maximum:	Part of total \$1,000,000 lifetime maximum for all health coverage.			
Outpatient:	50 visits per year payable at 90%.	50 visits per year payable at 80%.	50 visits per year payable at 80%.	
Outpatient surgery:	Hospital = 90% of reasonable and customary (R&C) Surgery = 100% of R&C	Hospital = 80% of R&C Surgery - 100% of R&C	Hospital = 80% of R&C Surgery = 100% of R&C	
Prescription Drugs:	\$5.00 copay on name brands, \$0 copay on generics, using prescription drug card.			





## I. TUITION REMITTANCE

Employee Eligibility. Employees may register for classes at the College provided that such classes do not conflict with their professional assignments and that full tuition is paid at the time of registration. Such tuition payments shall be fully remitted upon successful completion of each such class by employees.

Dependent Eligibility. A dependent of employees may register for classes at the College provided that full tuition is paid at the time of registration. One-half (½) of such tuition payments shall be remitted upon successful completion of each such class by the dependent.

Effect of Enrollment on Instructional Unit. Up to five (5) employees or dependents of employees, or a combination thereof, may be enrolled in any one section and not be counted as regularly enrolled members of such section for purposes of determining I.U.'s. Those enrollees in excess of five (5) shall be counted as regularly enrolled members of such section for purposes of determining I.U.'s.

General Limitations. For the purpose of this provision, a dependent is a spouse, child, or step-child who qualifies as a dependent under the Internal Revenue Code. Eligibility for tuition remittance must be established at the time of registration and a claim for refund must be made within sixty (60) days following the end of the semester or term for which the claim for refund is made. The benefits provided for in this provision shall expire if the furnishing of such benefits shall not be permitted by state or federal funding authorities or if employees are no longer employed by the College at the time of completion of the course. In the event of the death of employees during the semester in which either they or their qualified dependents are enrolled in a course covered by this section, the tuition paid for such course shall be remitted to the estate of employees, if the enrollee is the employee, or upon successful completion of the course to the otherwise eligible dependent of employees.

## III. OPTIONAL RETIREMENT PLAN

For those employees electing to participate in the Optional Retirement Plan, the Employer shall contribute eleven and one-half percent (11.5%) of such employees' total earnings to the Plan. The employees' contribution shall be three and one-half percent (3.5%) of total earnings.

INSTRUCTIONAL STRATEGIES AND INSTRUCTIONAL UNITS  
LETTER OF UNDERSTANDING

Between the

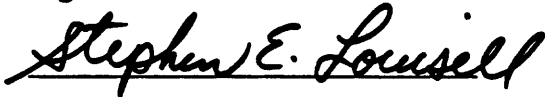
Kalamazoo Valley Community College Faculty Association

and

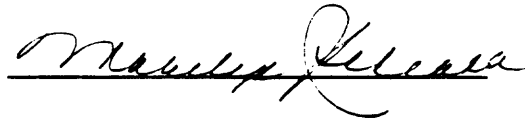
Kalamazoo Valley Community College

The undersigned agree to the following:

1. A committee will be appointed by the KVCCFA and the Administration with the purpose of studying the current system of Instructional Strategies, Instructional Units, and Course Preparations. The current system is detailed in Appendix A of the Agreement. The committee will consider such factors as work equity among the faculty, cost to the College, and ease of administering a new system.
2. In studying the current system, this committee will investigate the workload systems of other community colleges and will consult the standards set by appropriate professional and accrediting organizations.
3. The committee has until June 30, 1998, to reach its conclusions. The committee will share its findings and recommendations with the Association and the Administration.
4. The negotiating teams will have three options regarding the recommendations: 1) leave the current system in place, 2) draft a second letter of understanding, or 3) wait for the current Agreement to expire and then discuss the recommendations during the next negotiations.



for the Kalamazoo Valley Community  
College Faculty Association



for Kalamazoo Valley Community College

dated 11/21/97

dated 11-21-97

**AGENCY SHOP  
LETTER OF UNDERSTANDING**

**Between the**

**Kalamazoo Valley Community College Faculty Association**

**and**

**Kalamazoo Valley Community College**

The undersigned hereby agree to the following:


1. Application - The terms of this Letter of Understanding shall apply only to faculty members hired after May 31, 1992 ("new faculty member"); the terms and provisions of this Letter of Understanding do not apply to faculty members employed by Kalamazoo Valley Community College as of May 31, 1992.
  
2. Obligation - Each new faculty member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties:
  - (a) Join the KVCC Faculty Association and pay membership dues, or;
  - (b) Pay a service fee to the KVCC Faculty Association. The service fee shall not exceed the amount of the Association dues collected from Association members; or
  - (c) Pay an amount equal to the service fee paid to the Kalamazoo Valley Community College Foundation.


Payroll deduction may be elected for either dues or service fees payment.
  
3. Pro-rata Payments - New faculty members who are hired during the school year, or whose employment terminates during the school year, shall be required to tender only a pro-rata amount of the membership dues or service fees.
  
4. The KVCC Faculty Association agrees to allow Service Fee payers (2b and 2c above) the right to vote in any secret ratification vote pursuant to the Agreement.
  
5. Indemnification and Hold Harmless - In the event of any legal action filed against KVCC in any forum as a result of KVCC's compliance with this Letter of Understanding, the Faculty Association agrees to pay for the defense of such action, at its own expense, and, if requested by KVCC, through the Association's own counsel, provided that:

- (a) KVCC provides the Association with timely notice of such action and allows the Association to intervene as a party if it so desires;
- (b) KVCC provides full and complete cooperation to the Association and, if applicable, its counsel, in the defense of such action, including the securing and providing evidence, obtaining and presenting witnesses, and making all relevant information available in all stages of the proceedings;
- (c) The Association shall have complete authority to compromise and settle all claims in which it has agreed to defend under this Section.

The Association agrees that in any action presented against KVCC, it will indemnify and hold KVCC harmless from any and all liability for damages and costs imposed by final adjudication or judgment by any court or administrative agency arising out of KVCC's compliance with this Letter of Understanding; provided however, the Association shall not be liable for any unemployment compensation paid to a former new faculty member under the Michigan Employment Security Act.

- 6. KVCC and the Faculty Association agree that this Letter of Understanding shall remain in effect until January 1, 2000, and shall not be the subject of negotiations or renegotiations by the parties prior to January 1, 2000, without the express written consent of both parties.

  
\_\_\_\_\_  
For the Kalamazoo Valley  
Community College Faculty  
Association

  
\_\_\_\_\_  
For Kalamazoo Valley  
Community College

DATED: \_\_\_\_\_

5/13/92

DATED: \_\_\_\_\_

5-13-92



