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8/19/91



AGREEMENT

between the
BOARD OF TRUSTEES
of the
GRAND RAPIDS JUNIOR COLLEGE
and the
FACULTY ASSOCIATION
of the
GRAND RAPIDS JUNIOR COLLEGE

Wages and Benefits
1989 - 1991

Grand Rapids Junior College

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

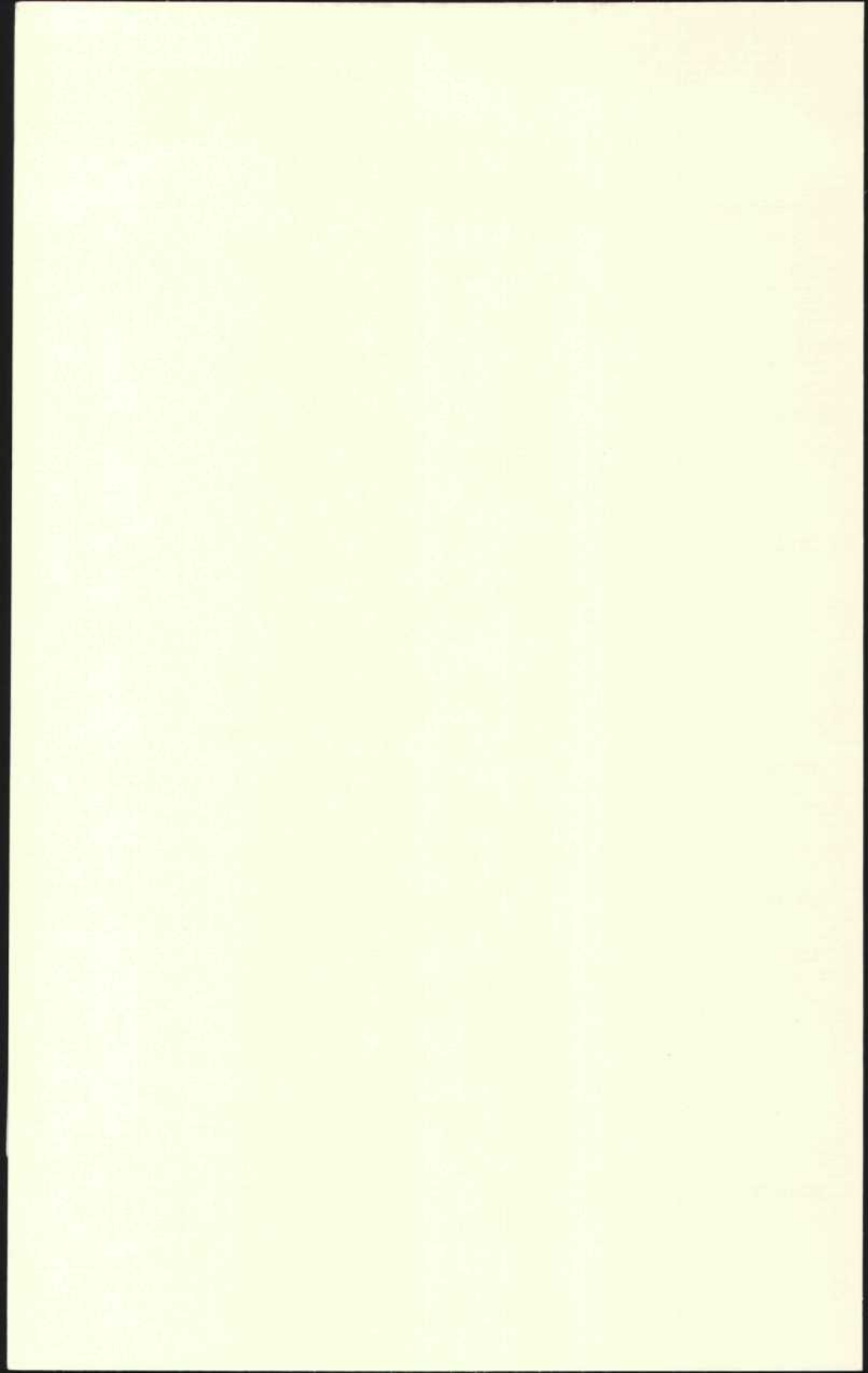


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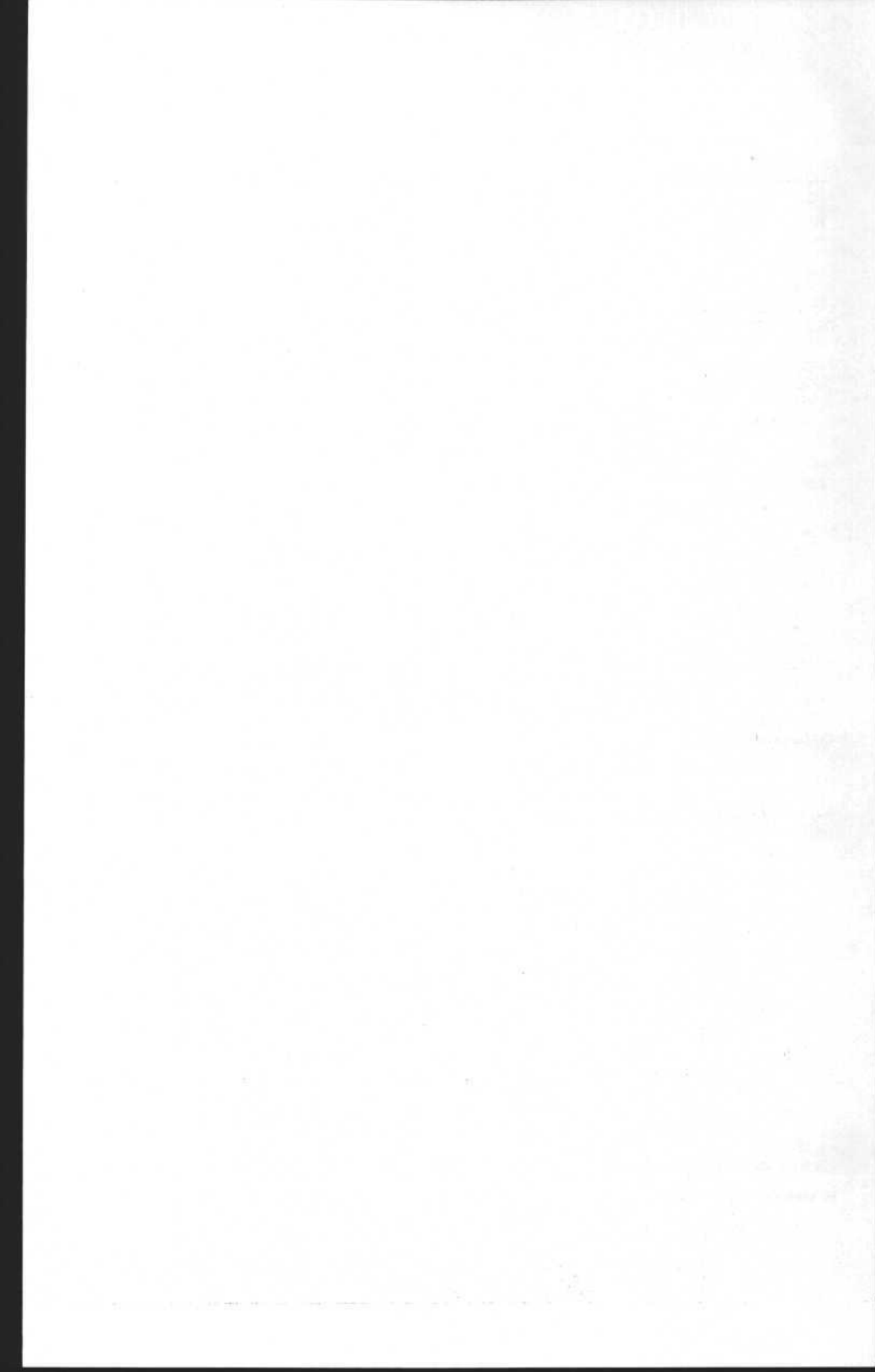
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COLLECTIVE BARGAINING AGREEMENT

This collective bargaining agreement entered into the 28th day of August, 1989, by and between the BOARD OF EDUCATION OF THE GRAND RAPIDS PUBLIC SCHOOLS, a school district of the second class, sitting as a board of trustees for the purpose of Grand Rapids Junior College business, hereinafter referred to as the "BOARD", and the FACULTY ASSOCIATION OF THE GRAND RAPIDS JUNIOR COLLEGE, an unincorporated association hereinafter referred to as the "ASSOCIATION".

ARTICLE I

PREAMBLE

The Board and the Association recognize their mutual obligations pursuant to Act 379 of the Public Acts of 1965 to bargain collectively with respect to hours, wages, and terms and conditions of employment and all other areas subject to bargaining. Both parties have entered into and conducted extended and good faith negotiations where each party has had the right and opportunity to make demands and proposals with regard to all bargainable subjects. Agreement has been reached between the parties hereto, including formal ratification of the terms hereof by the governing body of the Board of Education of the Grand Rapids Schools and by the Junior College Faculty represented by the Association.

ARTICLE II

A. RECOGNITION

1. The Board recognizes the Association as the exclusive bargaining representative for the Grand Rapids Junior College teaching faculty (hereinafter called the "faculty" or "faculty members") including any day, interim, summer college and Continuing Education college, including librarians and counselors, instructor-coordinators, counselor-coordinators, instructor-directors, counselor-directors, and including such faculty who are given released time to perform duties as faculty coordinators or faculty/directors. They still maintain their status inasmuch as they are not and have not been appointed as administrators or support staff within the College. Excluded from this unit are all personnel in the J.C.O.T. Program, Upward Bound Program, the Preschool program, and the total

administrative staff, including those holding positions with management and support services and any subsequent administrative positions created by the Board.

2. Any new position created during the life of this Agreement will be added to the unit provided it is similar to any position heretofore recognized and/or is appropriate to be placed in this bargaining unit.
3. Positions added to the college not described in the recognition clause shall not be placed in the faculty bargaining unit without prior agreement with the Association.

B. OTHER ORGANIZATIONS

The Board agrees not to negotiate with any other labor representative concerning salary, hours, or working conditions for the duration of the Agreement with respect to employees included in the bargaining unit. Nothing contained herein, however, shall be construed to prevent any individual faculty member from presenting a grievance and having the grievance adjusted without intervention from the Association, if the adjustment is not inconsistent with the terms of this Agreement, and provided that the Association has been given an opportunity to be present at such adjustment.

C. INDIVIDUAL NEGOTIATIONS

1. The Board shall not negotiate with an individual or individuals with respect to the hours, terms, wages, and/or conditions of employment of the faculty.
2. Full-time faculty released from a faculty assignment to handle full-time administrative or support duties shall not be credited with Grand Rapids Junior College faculty seniority for the time released. This provision shall be applicable to released time beginning August 23, 1984.

D. ASSOCIATION DUES

1. On or before November 15 or March 15 of each semester, any faculty member may sign and deliver to the Board an authorization (the form and administrative procedures thereof to be approved by

the Board) for payroll deductions of Association membership dues. Such sums shall be deducted in approximately equal amounts each payday from the regular salaries of all such faculty members during the remaining pay periods of that semester.

All other faculty members who have previously signed an authorization form shall have deducted from their salary Association membership dues beginning the second paycheck of the school year and continuing for the next ten (10) pay periods providing the Board Assistant Superintendent of Business Affairs receives from the Association or its designee the continuous membership list on or before September 1 of that year.

2. Authorization to deduct such dues for ensuing school years shall continue in effect unless revoked by the faculty member, in writing, by July 1 of each year. Notice of such cancellation must be sent to the Board Assistant Superintendent of Business Affairs with a copy to the Association.
3. Any amount deducted from a faculty member's salaries as Association dues shall be remitted monthly to the Association by the Board's Business Office according to its rules and regulations.

E. ASSOCIATION SECURITY

1. All faculty members in the bargaining unit shall either become and remain members in good standing of the Association or pay the Association a financial responsibility fee in an amount equal to the regular professional dues of the Association. Adjunct faculty teaching at the college for the first time and teaching only one class will not be assessed dues their first semester at the college. Thereafter, dues will be assessed on any and all assignments.
2. The Board will deduct professional dues or the financial responsibility fee by payroll deduction from the salary of any faculty member who authorized such deduction, in writing, in accordance with the provisions of Article II, Section D.
3. All financial responsibility fees deducted monthly

by the Board shall be remitted as soon as practicable to the Association.

4. In the event a faculty member shall not pay the financial responsibility fee or regular professional dues directly to the Association or authorize payment through payroll deductions, the Board shall take steps to cause the termination of such faculty member in the manner provided below. The parties expressly recognize that failure of any faculty member to comply with the provisions of this Article is just and reasonable cause for discharge from employment since the establishment of said financial responsibility fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the cost of obtaining and administering the benefits to be received hereunder.
5. The procedure to be followed in cases of discharge for violation of this Association Security Provision shall be as follows:
 - a. The Association shall notify the faculty member of non-compliance therewith by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise such faculty member that a request for discharge may be filed with the Board in the event that compliance is not effected.
 - b. If the faculty member fails to comply, the Association may file charges, in writing, with the Board and may request termination of the faculty member's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
 - c. The Board or its designee, upon receipt of said charge and request for termination, shall conduct a hearing thereon. To the extent said faculty member is protected by the provisions of the Michigan Teacher Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between, or among

various persons who may have refused to pay the professional dues and/or financial responsibility fees.

- d. The employment of any faculty member whose employment is terminated shall be continued in normal function until the end of the semester following dismissal action by the Board or designee.
6. In the event the Board, acting on the request of the Association, discharges or attempts to discharge a faculty member for failure to comply with these provisions, the Association agrees to indemnify and hold the Board harmless from any and all damages and judgement which may result from such action except for loss which may be caused by the Board's negligence.

ARTICLE III

FACULTY MEMBER'S RIGHTS

A. RIGHT TO ORGANIZE

Each faculty member shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining and other lawful activities for mutual aid and protection. The Board will not discriminate against any faculty member or faculty members with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association, or institution of any grievance, complaint, or proceeding under this Agreement with respect to any term or condition of employment.

B. BUILDINGS AND EQUIPMENT

At reasonable times and hours, the Association shall have the right to use Junior College building facilities for Association meetings when such buildings are open and operating staff is on duty. Such use shall be arranged through the Office of the Executive Vice President. At reasonable times, the Association may also use office equipment, but not supplies, located at the Junior College buildings but not to interfere with the Board's use of the Junior College. The Association may post proper Association notices on any bulletin board

ordinarily designated for Association use and use the Board's inter-school mail system. The board will lease to the Faculty Association office space at a rate agreed to by the Board and the Faculty Association at such time the Board deems space is available.

C. RECORDS

The Board agrees to furnish to the Association, in response to reasonable requests, all available information in the form it is maintained by the Board for public use concerning the financial resources of the district, which may assist the Association in developing proposals and in processing any grievance or complaint.

D. TENURE

1. The parties agree that the Teacher Tenure Act shall be applied in cases of demotion and discharge according to its terms. For faculty members who have tenure according to the terms of the Teacher Tenure Acts, but for whom the State Tenure Commission will grant no hearing, demotions and discharge will be handled the same as for other faculty members except for the provision for appeal to the State Tenure Commission. Any faculty member with tenure who is unable to appeal to the State Tenure Commission shall, as a substitute for such an appeal, be entitled to arbitration as provided by this contract; but the arbitrator shall, to the extent possible, act as if he/she were sitting on the State Tenure Commission and shall render his/her decision on the same basis and using the same standards as those applied by the State Tenure Commission. This section shall apply to all Junior College faculty members with tenure as that term is defined under the Teacher Tenure Act and also to those faculty members who are not certified according to the terms of the Act but would have tenure under the Act if they were so certified.
2. Any person who is transferred to the Junior College faculty from another position in the Grand Rapids Public Schools or hired from outside the employment of the Grand Rapids Public Schools will be appointed on a trial basis up to two (2) years as a Junior College faculty member. During that trial period, the faculty member may be assigned to a non-Junior

College faculty position at any time.

3. Any administrator employed by the Grand Rapids Public Schools, when returning to the classroom as a full-time faculty member will receive credit toward seniority equal to the number of prior years served as a full-time faculty member at Grand Rapids Junior College.
4. Temporary contracts shall be issued to faculty members who are temporarily filling a vacancy created because of a faculty member who is on a Sabbatical Leave of Absence, extended sick leave, or because of unanticipated enrollment demand.
 - a. Temporary contracts shall include a termination date.
 - b. Faculty members receiving temporary contracts shall be entitled to the same rights and benefits as other full-time faculty members.
 - c. Should enrollment demand result in the continuous employment for two consecutive years of the same person teaching in comparable subject matter area, a continuous contract shall be offered the third year.

E. BOARD AGENDA

On the dates of the Board's official meetings a copy of the Agenda with all normal attachments shall be provided for the Association before such meetings. A copy of the approved minutes of Board meetings may be secured by the Association within ten (10) days after the date the minutes were approved. The Association shall be recognized for presentations as a part of the Agenda at all regular Board meetings.

F. ASSOCIATION-ADMINISTRATION MEETINGS

Members of the bargaining unit who by arrangement between Association and college administration participate during working hours in conferences and meetings with the Board or its representatives which involve or derive from this collective bargaining agreement shall suffer thereby no loss in pay.

G. PROFESSIONAL BEHAVIOR

The Board shall not exercise control of the activities of faculty members except within teaching assignments. When the faculty member speaks or writes as a citizen he/she shall be free from administrative and institutional censorship and discipline. The faculty member bears a responsibility to clarify the fact that he/she speaks as an individual and not on behalf of the institution.

H. ACADEMIC FREEDOM

Faculty members are entitled to freedom in the discussion of their subject, but they should not introduce into their teaching controversial matter which has no relation to their subject. Faculty members must also recognize that students should be free to take reasoned exception to the data or views offered and to reserve judgment about matters of opinion. The presence of any communication device during the meeting of a class shall be subject to the faculty member's permission.

I. NOTIFICATION OF DISCIPLINARY CONFERENCE

Faculty member(s) called by the administration to a disciplinary conference shall be notified of the purpose of the conference at the time he/she is summoned. Faculty member(s) summoned and/or the administrator may each have an additional person present at the conference.

ARTICLE IV

BOARD OF EDUCATION RIGHTS

A. RESPONSIBILITIES

The Association agrees that the Board is legally responsible for the operation of the entire school system including the Junior College.

B. AUTHORITY

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.

C. RULES AND REGULATIONS

Terms and conditions of employment and other rules and regulations concerning faculty conduct not provided for in this Agreement will be governed by the applicable rules and regulations of the Board presently in effect.

D. ADMINISTRATIVE STAFF

The Board discharges its managerial rights and authority via the administrative staff. The Board's responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition, and maintenance of school buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion, and termination of faculty. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law. No actions shall violate any of the express terms of this Agreement. The Board, prior to the effective date of any change in the rules and regulations, which directly affect faculty members, shall give the Association reasonable notice (45 days) of such change.

ARTICLE V

ASSOCIATION-ADMINISTRATION COMMUNICATION

The parties recognize the valuable assistance to be gained from effective communication between the Association and the Board. Accordingly it is agreed that the Board's representatives, including college administration, and the Association will meet periodically to discuss problems of mutual concern to the parties. Such meetings, and agenda therefore, will be called by agreement between the President of the College and/or the Executive Vice President of the College and the President of the Association whenever such a meeting is desired by either party.

ARTICLE VI

GENERAL WORKING CONDITIONS

A. CALENDARS

1. The 1989-90 Calendar will be as shown in Appendix A-1.
2. The 1990-91 Calendar will be as shown in Appendix A-2.
3. The 1991-92 Calendar will be as shown in Appendix A-3.

B. WORK LOADS

The normal work loads* for faculty members for the 1989-91 contract are as follows:

*"Normal work load" is defined as the aggregate of the number of hours assigned a faculty member within a given academic work year within the prescribed limits stated in B. 1-3. The assignment of a given number of hours in one (1) semester shall not be construed to be a necessary determinant for assignment of hours in a succeeding semester. "Overload" shall be defined as the aggregate of the number of hours assigned a faculty member beyond his/her "normal work load".

Compensation to any faculty member for actual hours employed in the fall semester shall be distributed throughout the normal paydays in that semester at the faculty member's request. If no such request is made, compensation for fall day overload will be paid no later than the third payday of the spring semester.

1. Librarians and counselors--35 hours or its equivalent in the academic calendar year. (See Appendix A-1, A-2, and A-3.)
2. Teaching faculty members with 44 week contracts will have a full load with 37 (15, 15, 7) contact hours or its equivalent. Non-teaching faculty with 44 week contracts shall work 44 weeks.
3. For all faculty members other than one and two above, the normal load will be fifteen (15) contact hours per semester for a total of thirty (30) contact hours per school year or equivalent. Insufficient hours for day load in a division may, with the permission of the instructor, be filled with Continuing Education classes in that division.

4. Cooperative Education shall be equated at five (5) students per contact hour. Each cooperative education instructor shall conduct a minimum of two (2) verified on-site visits per student per course and one (1) evaluative meeting with the supervisor and the individual student near the end of the course. Exceptions shall be granted when visitations are out of the Grand Rapids area or for unusual scheduling circumstances.
5. Any faculty member whose load in day and/or Continuing Education classes equals a full-time semester load of 15 hours shall be compensated and shall receive fringe benefits equivalent to those received by a full-time instructor for that period of time and at the appropriate rate. See Appendix B-1-2.
6. J. C. full-time faculty members who need additional class assignment(s) to complete their teaching load will be assigned a full load teaching schedule before any provisions of Section G. are implemented. Full-time teaching faculty will not be required to accept evening load to complete a full load as long as day load is available. In the event full-time faculty members are given additional class assignments to complete a normal day teaching load, the Board shall agree to pay overload where such assignment exceeds the normal load.
7. Course Development

When faculty members propose new course offerings upon their own initiative, they will not be remunerated for the effort of writing the courses. They are acknowledged, however, to have a right of first refusal for the assignment to teach the new course(s) they have developed.

When faculty members are requested by their Dean to develop a specific new course to serve a specific purpose (e. g. a course required as part of a new program), they will be remunerated for such work at 50% of the hourly overload rate, but may not necessarily have a right of first refusal on teaching the course (see memo of understanding dated November 29, 1983).

8. Whenever questions arise that are not specifically addressed by the contract such as waiver of seniority when encountered by business and/or institutional requests for specific college credit class offering(s), the President of the college or his/her designee(s) and the President of the Faculty Association or his/her designee(s) will discuss the matter and reach agreement.

C. CONDITIONS

1. The general working conditions shall be maintained as in effect at the time of the signing of this agreement except where improvements are provided by the Board. (Alleged violation(s) of this section shall be pursued under the Type A grievance procedure only.)
2. No faculty member shall be reassigned from one division and/or department to another without a discussion of the proposed reassignment with the faculty member. During such discussion, the faculty member has the option of having the presence of the President of the Association or a designee.
3. Each faculty member shall be assigned to a division and their work assignment shall be recommended by their division head. A division head can have either administrative or faculty status.
4. No faculty member transferred to another position within the bargaining unit shall be terminated as a result of that position being eliminated. Such transferred faculty member shall retain seniority rights in the previously held bargaining unit position.

D. SENIORITY LIST

A master seniority list indicating length of satisfactory, continuous full-time service at Grand Rapids Junior College shall be prepared by the appropriate administrators and issued to the Faculty Association no later than 30 days after the beginning of the school year.

E. STUDENTS AND RECORDS

1. Faculty members shall not allow unauthorized persons in their classes for more than one (1) class session. Unauthorized persons are those who have no evidence of having paid their tuition.
2. Records of individual student absence and academic performance shall be maintained by each faculty member. Such records will be retained by the faculty member in accordance with the statute of limitations (seven (7) years). Upon termination of services, said records shall be left with the registrar for record keeping purposes. To facilitate such record keeping, faculty members will be supplied with appropriate grading and record materials, record book, class list, and grade cards. Faculty will have at least one week's notice prior to submission of appropriate records.
3. No class which is appropriately scheduled shall be dismissed without prior approval of the appropriate administrator (Dean of Arts and Sciences, Dean of Occupational Education, Dean of Continuing Education) or designee.
4. Faculty members shall follow accepted course outlines except in those instances where authorized to do otherwise by the appropriate administrator and divisional chair.

F. OFFICE HOURS

1. Teaching faculty (full-time) shall be on campus a minimum of five (5) office hours per week (for student consultation) in addition to their normal teaching load. Said hours shall be scheduled where appropriate in both a.m. and p.m. modules. The faculty member shall also be available additional time each week on campus for preparation, attendance at meetings as scheduled by the Dean or his/her designee or additional activities related to his/her teaching function.
2. So as to best serve the students, office hours will be scheduled in units of no less than 30 minutes in length, posted, and adhered to by the faculty member. Such schedule shall be submitted to the Instructional Dean upon his/her request.

G. DAY OVERLOAD, INTERIM AND SUMMER COLLEGE, AND CONTINUING EDUCATION

1. Teaching assignments for day overload, Continuing Education, Interim, and Summer College shall be offered to qualified personnel with such assignment based on classification of personnel as below and according to other applicable procedures within this contractual agreement.

Level 1: Qualified full-time Junior College faculty members within the division they are presently assigned.

Level 2: Qualified full-time Junior College faculty, and, at the discretion of management, retired faculty.

Level 3: Qualified part-time Junior College faculty members.

Level 4: Other qualified personnel.

For Level 1 consideration, a full-time faculty member will be assigned to the division, as provided for in Article VI, Section C.3. If a faculty member is hereby assigned to more than one division he/she will be considered assigned to the division where the majority of the workload is assigned. All exceptions to the previous sentence must be agreed upon by the President of the Faculty Association and Divisional Chairpersons involved and the appropriate Dean and made known to the Faculty Council.

The Level 1 division for the Interim/Summer College selection of class(es) will be the assigned division for the spring semester as determined above.

"Faculty members" as indicated in Levels 1, 2, 3, above shall mean those persons whose qualifications include study in the subject area related to possible assignment (no time limitation). Also, "Faculty members" in Levels 1 and 3 shall be required to have experience within the immediate past five (5) years in teaching the class in the day college. Other qualified personnel (Level 4) may qualify on the basis of either previous study or

related work experience.

2. Teaching assignments for day overload, Continuing Education and the Interim/Summer College, will be offered to personnel in the order indicated in Section G.1 unless there is a divisional plan approved by 2/3 of the full-time divisional members and a majority vote of the Faculty Council. Day College overload assignments and assignments in the Evening college, Summer College, Weekend College, Interim Session and Continuing Education College will be offered one class at a time to Level 1 personnel by rotation according to their seniority. Seniority begins from the individual's most recent appointment date to full-time service at the College. Any faculty member adjudged eligible for payment for two (2) or more hours of overload per semester in the Day Division shall waive his/her eligibility for assignment to the Continuing Education College under the seniority system until all other members eligible for such assignment have accepted or rejected same. Additional assignments may be offered and accepted as applicable. Teaching load for Level 1 personnel shall be equalized as far as practicable.

Level 1: Personnel may select assignments from the pool of available classes. They may select up to eight (8) contact hours or two (2) subject assignments per semester in the subjects in which Level 1 personnel are qualified to teach as in G.1 above. For purposes of this section, the Interim and Summer Sessions will be considered as one. Interim classes which have been specially designed by an individual faculty member are not to be counted in the rotation assignment of classes.

Whenever possible, all day and Continuing Education overload class opportunities must be offered and equitably shared in total number of contact hours per semester with full-time faculty members whenever a third selection of overload class assignments is allocated.

Level 2: Personnel will be offered such teaching

assignment(s) as may be available after Level 1 personnel have accepted or rejected the assignment. Level 2 personnel who are interested in such an overload teaching assignment must notify the appropriate divisional chair(s) in writing. Additional assignments may be offered and accepted as applicable.

Level 3: Personnel may be offered such teaching assignment(s) as may be available after Level 2 personnel have accepted or rejected the assignment. Additional assignments may be offered and accepted as applicable.

Level 4: Personnel may be offered such teaching assignment(s) as may be available after Level 3 personnel have accepted or rejected the assignment. Additional assignments may be offered and accepted as applicable.

Assignment of any class personnel must be on a tentative basis with recommendation that such personnel be placed on the Board of Education payroll after assigned class has definitely formed.

3. A list shall be issued by the appropriate administrator indicating the actual classes formed each semester and summer session, and the assignment of personnel to each. These lists shall be issued to the Faculty Association on the First Monday of October and the First Monday of March for the Continuing Education College Program and the First Monday of July for the Summer College Program.
4. The term "Summer College" shall mean Day Summer College, Evening Summer College, and Interim Classes. Level 1 personnel who are qualified and apply for both summer day and evening assignments will be offered up to four (4) contact hours or one subject assignment if the subject they wish to teach, and are qualified to teach, is being offered. Additional teaching assignment may be offered and accepted in accordance with G.1. and G.2. above. The most senior faculty member will have preference as to day or evening summer assignment if both are

available. Faculty members will indicate to the appropriate administrator their preference as to day or evening assignment and the course(s) they are qualified to teach.

Interim, summer session and interim and summer academic programming will all be considered as an equivalent assignment when determining summer work schedule. Any teaching or other work accepted during interim or summer for which the faculty member receives salary the equivalent of 2 contact hours or more will be considered an interim or summer class assignment.

5. Summer and Continuing Education faculty shall keep office hours for consultation and advisement of students as appropriate to course requirements and as related to student needs.
6. Faculty members who teach in the Continuing Education or in the Summer College may be evaluated by means determined by mutual agreement between the appropriate administrator and the Faculty Association or its representative.
7. A teaching assignment in the Continuing Education and/or Summer College may be terminated and further teacher assignments for which the faculty member is eligible on the basis of seniority will be withheld for the following reasons:
 - a. Allowing unauthorized persons to attend class for more than one (1) class session.
 - b. Failure to turn in grades on time.
 - c. Failure to meet classes at the time scheduled and for the length of time stated in official college publication.
 - d. Unsatisfactory evaluation - what constitutes same to be mutually determined by the appropriate administrator and the Faculty Ethics Committee.
 - e. Acceptance or rejection of assignment shall be made at the time assignment is tendered. If the faculty member rejects such assignment,

assignment shall be offered to other qualified personnel. Failure to complete commitment after acceptance shall be sufficient basis for withholding the next assignment for which length of satisfactory service within the appropriate program might qualify the person.

- f. These conditions above are subject to the following exceptions:
- (1) The faculty member must receive one (1) written warning from the appropriate administrator. This written warning shall be in effect for two (2) years from the date as indicated in the body of the letter.
 - (2) Mutual consent as to justification for a, b, c, or d above is reached by the faculty member and appropriate administrator.
8. Faculty granted an official sabbatical leave from Grand Rapids Junior College shall be credited with this leave in determining length of satisfactory service.
 9. Personnel following appointment to Grand Rapids Junior College and required to attend or participate in military service obligations, other than weekly or monthly drill sessions because of membership in the Reserve Units, shall be credited that time of service toward determination of length of satisfactory service.
 10. Personnel who are unable to accept or complete assignment in Continuing Education College or Summer Session because of illness or for other justifiable reason may request a leave without pay and, by mutual agreement between such personnel and the appropriate administrator, may be granted such leave.
 11. Sick leave benefits for full-time Junior College faculty members employed as Continuing Education faculty members or in summer school shall be provided at the rate of one (1) evening for each evening per week taught per semester, three (3) days per summer session and one (1) day per interim or

weekend session. If the faculty member so desires, he or she may make up the missed sessions beyond those provided with the day or days previously deducted. Also, such sick leave provisions shall be effective only if notification is made to the proper administrative offices at least two (2) hours prior to the absence in the case of an evening assignment and one (1) hour in the case of a summer day assignment. Part-time Junior College faculty or non Junior College personnel employed as faculty members in the Junior College evening or summer session shall be provided leave of one (1) evening per semester or one (1) day per summer, weekend or interim session (not cumulative) for illness or death as indicated in the Master Agreement. Procedures to implement such leave shall be those in effect for regular full-time Junior College faculty.

12. Persons on leave from day school assignment to attend professional conferences outside the City shall be granted one (1) absence per semester with pay in the Continuing Education College Program. The appropriate administrator shall be notified by the faculty member of the date of leave.
13. Short courses or other unique courses for college credit developed by the administration, the faculty, or by joint administrative-faculty action, will be submitted to the Instructional Council and the appropriate administrator for their recommendation. The President of the College or his/her designee shall indicate final approval or disapproval, and the decision shall be binding.
14. Continuing Education and Summer College registration, including selection and employment of personnel in non-teaching assignments will be the responsibility of the appropriate administrator. Any instructor who is employed in registration or counseling shall receive 50% of the hourly overload rate.
15. The Faculty Association President shall have input in the development of interim, summer college and evening college calendars. The length of the evening college calendar will not exceed the day college calendar.

ARTICLE VII

SALARY AND BENEFITS

A. SALARY SCHEDULES

1. The salaries of faculty members covered by this Agreement shall be set forth in:

Appendix B-1 for Academic Year 1989-90
Appendix B-2 for Academic Year 1990-91

2. Where a normal teaching load (See Article VI) is not provided after all summer and interim assignments have been made, the faculty member's salary shall be reduced on a pro rata basis in relation to that faculty member's contractual salary except for underload to 28 hours (See Appendix C).

B. SALARY FOR CONTINUING EDUCATION, INTERIM, SUMMER COLLEGE AND OVERLOAD

The remuneration for advanced training and for teaching in the Junior College, Continuing Education, Interim, Summer College and overload is shown in Appendix C.

C. SALARY - EXTRACURRICULAR - PROJECT SEMINARS

The remuneration for all Junior College extracurricular activities shall be set forth in Appendix E of this Agreement. Appendix F contains the remuneration schedule for project seminars.

D. LONGEVITY

NOTE: Any faculty member hired (reporting to employment) after the end of 1980-81 (May 31, 1981) will be given longevity credit only for Grand Rapids Public Schools employment.

A longevity payment of one (1) percent of MA base shall be paid upon the beginning of the thirteenth (13th) year of service. Longevity increments of 3.4% of the M.A. Base for service and 3.4% of the M.A. Base for advanced training (in accordance with the present Board Rules and Regulations) will be paid upon the beginning of the 18th, 23rd, 28th and 33rd year of service. To be eligible for

an advanced training increment faculty members must complete six credit hours of study between the 12th and 18th year, the 18th and 23rd year, the 23rd and 28th year, the 28th and 33rd year. Faculty members not completing an advanced training unit by the indicated year (18, 23, 28, 33) may complete it and thereafter be compensated anytime before reaching the next five year interval. Training credit can be earned for any period missed through January 1 of 1992. Advanced training shall include:

1. Graduate credit
2. Undergraduate credit
3. Non-credit Product Service School and non-credit National Science Foundation and National Defense Education Act seminars and workshops as approved under Appendix D.
4. Continuing Education Units. (Twelve to fifteen hours of instruction shall be equal to one semester hour of credit)
5. Current and appropriate work experience in an hourly or salaried position in business or industry. (The nature and amount of work experience applicable for longevity credit will be evaluated by the Dean of Arts and Sciences or the Dean of Occupational Education, as appropriate. Normally, 80 hours of appropriate work experience shall be equated to 1 semester credit of advanced study.)

E. PAYROLL

1. Faculty members shall be paid in twenty-six (26) approximately equal payments per year; one (1) every two (2) weeks beginning in September, 1985. Faculty members who are appointed following the beginning of the school year, shall have their salary spread over the remaining pay periods of that calendar year. Each faculty member who is terminating his/her services at the end of the school year and submits his/her resignation to the Director of Personnel or each faculty member who wishes to be paid in full following completion of the school year and who submits his/her request to the Director of Personnel for such pay prior to May 1 of that year shall be paid in full no later than the last payday of the fiscal year.

2. Day and evening college overload and adjunct payroll should not be anticipated until after the fourth week of the semester.

F. INSURANCE

1. The insurance benefit program described below shall continue for the duration of this Agreement unless changed by mutual agreement between the Faculty Association and the Board.
2. Hospital-Medical

Each full-time faculty member is entitled to the insurance benefits described below. Part-time (one-half time or more) shall receive benefits prorated to the amount of time worked.

a. Carrier

- (1) Present faculty members shall continue to be insured by the carrier with whom they presently have coverage unless they notify the Board Business Office of a change on or before the last day of the open enrollment periods of the insurance companies.
- (2) New faculty members shall make a choice of carriers prior to commencing employment.
- (3) No faculty member shall change carriers during the remaining duration of this Agreement, except in (4.) below.
- (4) Faculty members may select Blue Cross-Blue Shield, MEA or HMO insurance.

b. Coverage

- (1) The Board shall pay the premium cost for Blue Cross-Blue Shield comprehensive hospital certificate, semi-private service with riders ML, PPNV-1, CC-CLC, DCCR-DC, DNM365, FAE-RC, XF, CC, DC/MVF-1, SATII, CLC2, NM365, MAC, SOT, MMCII, SD,

Reciprocity, GLE, COBIII, EF, MMC-BL2, VST, and \$2.00 PDP Co-pay or HMO Insurance coverage provided the faculty member is in need of such coverage as determined by the faculty member. If the faculty member is not in need of such benefits, the Board will pay up to an amount equal to the BC/BS single subscriber rate per month toward the Option insurance program or a tax-deferred annuity in lieu of hospital-medical benefits.

- (2) Each faculty member must select hospital-medical coverage based on COORDINATION (need and family status) OF BENEFITS. The selections are as listed below:
- a) Employee with family
 - b) Employee and spouse
 - c) Employee only
 - d) Option program
 - e) Annuity Program
 - f) None

Example: If your spouse is not covered with hospital-medical coverage, you should select a) or b). If your spouse has single hospital-medical coverage with his/her employer, you should select c). If your spouse has you covered, you should select d) or e).

- (3) Hospital-Medical Michigan Education Association Carrier
- a) The Board shall pay a premium equal to the premium and qualifications in b.1. above in behalf of the faculty member to the MEA for health insurance.
 - b) Life Insurance - The Board shall contribute \$8.00 per month to the MEA for any faculty member who selects the MEA insurance carrier in lieu of the below death benefit.
- (4) Husband and wife both employed by the

Board and pursuant to their qualifications may select any of the above but shall not receive double health insurance coverage.

- (5) Any faculty member, via payroll deduction, may select other insurance benefits from the carrier (Blue Cross-Blue Shield or MEA) under which they are insured.
- (6) Should a faculty member die during the period covered by this Agreement, coverage for the family of the faculty member shall continue for thirty-six months after the death of the faculty member. After sixty days, such cost must be paid monthly in advance by the faculty member's representative.

3. Death Benefit

The Board shall provide each full-time faculty member a death benefit or term life coverage equal to one and one-half (1 1/2) the employee's salary (the sum of step, degree, longevity, and advanced training) at the time of death.

Adjunct faculty employed 6-14 hours per week shall have a \$10,000 benefit. Employees employed less than 6 hours per week shall have no benefit.

4. The additional term life insurance program implemented in 1969-70 shall continue under the following conditions:
 - a. Must have no less than 75% of the faculty members participating or participation pursuant to the insurance company's policy.
 - b. Must concur with the insurance carrier's rules and regulations.
 - c. The rate charged to the faculty member, via pay deductions, shall be \$.38 per \$1,000 per month - no rebates.
 - d. Maximum amount of term life insurance coverage which can be purchased is \$20,000.

5. The Board shall provide not less than \$100,000 liability insurance for each faculty member during the time (hours and days) he/she is employed by the Board.
6. Long Term Disability effective January 1, 1975 (See Memo of Understanding dated April 16, 1977).
 - a. Will be provided for each full-time faculty member who had at least two (2) years of Grand Rapids Public Schools employment with the following stipulations:
 - (1) 90-day waiting period
 - (2) 50% of the faculty member's salary schedule step in Appendix B
 - (3) Offsets
 - (a) Social Security
 - (b) Worker's Compensation
 - (c) Michigan Public School Retirement
 - b. Will be provided for each full-time faculty member with at least two (2) years of Grand Rapids service and ten (10) years of Michigan Public Schools employment with the following stipulations:
 - (1) 60-day waiting period
 - (2) 66% of the faculty member's salary schedule step in Appendix B.
 - (3) Offsets
 - (a) Social Security
 - (b) Worker's Compensation
 - (c) Michigan Public School Retirement
 - (4) Each faculty member must utilize all of his/her sick leave before becoming eligible for L.T.D. benefits.
7. Dental Reimbursement Program
 - a. Eligibility and Protection

The Board shall provide reimbursement to each full-time faculty member.

Reimbursement shall be for the faculty member and dependent immediate family member (spouse, son, daughter and/or minor child assigned to the employee by a court) for the following dental care protection:

- (1) Scaling and polishing
- (2) Fillings
- (3) Fluoride treatment
- (4) Extraction
- (5) Diagnostic X-rays
- (6) Root canals
- (7) Crowns
- (8) Oral surgery
- (9) Bridge, denture and partials
- (10) Periodontics
- (11) Anesthetics while providing any of the above
- (12) Orthodontics (children to age 19) - Life time per family member \$600 maximum
- (13) Oral and maxillofacial surgery

The following are excluded:

- (1) Any service or supplies not furnished by a licensed dentist.
- (2) Any service or supply not reasonably necessary for the dental care of the eligible individual.
- (3) Cosmetic.
- (4) Any care provided or reimbursed by other sources.
- (5) Replacement of lost or stolen bridge, denture and/or partials.
- (6) Any portion of a charge for a service in excess of the reasonable and customary charge (the charge usually made by the provider when there is no insurance, not to exceed the prevailing charge in the area for dental care of a comparable nature, by a person of similar training and experience).

b. Effective Date and Rate of Reimbursement

For care protection beginning on October 1, 1989, and ending September 30, 1991.

90% (ninety PERCENT) of actual charge with a maximum of \$1,500.00 for the full family per annum.

c. Reimbursement Procedure

- (1) For care protection provided during the first calendar quarter (January-March) a reimbursement claim must be made during the following quarter (April- June).
- (2) The employee must pay the full cost for care protection and submit a copy of the dentist billing and show evidence of payment (cancelled check or other documents acceptable to the Board) along with the Board's dental reimbursement claim form.
- (3) The Board will process the claim according to its policies and procedures in effect for all other billings.

8. Vision Reimbursement Program

a. Eligibility

- (1) The employee must be a full-time faculty member represented by the JC Faculty Association.
- (2) Dependents are:
 - (a) The employee's spouse
 - (b) The employee's son, daughter, step-children, adopted children, and/or children assigned to the employee by the court as defined within the meaning of the United States Internal Revenue Code.

b. Services and Material Covered

- (1) Vision examination by:

- (1) Vision examination by:
 - (a) Optometrist
 - (b) Ophthalmologist
- (2) Correctable Lenses by Prescription
 - (a) Regular
 - (b) Contact
- (3) Frames

c. Services and Materials not Covered

- (1) Cosmetic purposes
- (2) Non-corrective lenses
- (3) Vision therapy
- (4) Medical or surgical treatment of the eyes
- (5) Replacement of lost lenses or frames
- (6) Charges to which benefits are provided under Worker's Compensation, other laws, other insurance, or other Board policies, rules, etc.
- (7) The cost of any service and/or material or of any combination thereof over the bi-annual allowance.

d. Payment and Amount of Reimbursement

(1) Payment

The employee pays the full charge for service and materials stated in b. above administered to those eligible outlined in a. above.

(2) Reimbursement

The Board shall reimburse the employee 80% of actual charge (which the employee paid) not to exceed \$500 for the period July 1, 1989 through June 30, 1991.

(3) External and Internal Coordination Benefits

Shall apply to all eligibility claims. In

than the amount stated in d.2. above.

e. Reimbursement Procedure

(1) Enrollment Form

Completely fill out an "Application Form" and submit it to VISION, Administrative Office, Station #5. (NOTE: Payments will not be processed until this form is on file and in the District Office.)

(2) Invoice Payment

Pay your bill and receive receipt for same. (Copy of check will be accepted).

(3) Complete a "Vision Reimbursement Claim Form" and forward to the Business Office.

G. PAYROLL DEDUCTIONS

In addition to payroll deductions provided for in Article II, Section D.1., payroll deductions will also be available to the faculty members on a mutually agreed basis for the Grand Rapids Teacher's Credit Union, for the purchase of United States Savings Bonds, for the United Community Fund, for any annuity program approved by the Board and for insurance premiums.

The Board shall not be liable for any errors or losses in the administration of this provision unless it is shown that the Board was negligent in the care and handling of the monies involved.

H. JUNIOR COLLEGE TUITION REIMBURSEMENT

Grand Rapids Junior College faculty members, their spouses, retired Junior College faculty members and their spouses who enroll in and complete any courses offered by the college, but not exceeding four (4) credit hours per semester, shall be reimbursed tuition and fees.

I. PARKING

Faculty members shall be provided free of charge parking space provided they are in need of same and to be used ONLY by the faculty member for that time which he/she is

employed by the Board. In the event the faculty member violates the parking rules established by the Board, this benefit, (i. e., free parking) can be cause for revocation for the faculty member.

J. PART-TIME SALARIES

Salaries for part-time faculty members teaching scheduled day division classes shall be the same rate that is paid for Continuing Education and Summer School faculty (See Article VII, Section B) with the exception of those part-time faculty employed during the 1973-74 calendar year who shall continue to be paid on the pro rata formula. Sections D, E, F, G, and H, shall not apply to faculty members working less than one-half time or to those employed only by the Junior College Summer School or Continuing Education.

K. SUBSTITUTE SALARIES

Faculty members requested by the administration to instruct classes other than their own scheduled classes and accept such assignment shall be paid on a per hour basis equal to evening school compensation. Reasons for such paid substitutions shall be as follows:

1. Absence due to illness of faculty member or death of family members or friends.
2. Absence due to leave without pay.
3. Absence due to leave with pay when such leave is requested by the Administration.
4. Absence due to visitation leave (first two (2) days only).
5. Death of faculty member until a new appointment is possible.
6. To fill vacancies during the school year until a regular appointment is made.

L. DEGREE STATUS

Each faculty member's salary shall be adjusted at the beginning of each semester in accordance with his/her degree status provided the faculty member(s) submits the appropriate credentials to the Personnel Director prior to the beginning of the semester. (See Appendix B-1 and B-2)

M. TUITION REIMBURSEMENT FOR JUNIOR COLLEGE FACULTY MEMBERS

The board shall reimburse tuition to faculty members under the following conditions:

1. Qualifications
 - a. Only full-time Junior College tenured faculty members may qualify.
 - b. Faculty members on leave of absence without pay for study purposes may qualify provided the faculty member is not eligible for other sources of tuition reimbursement.
 - c. Faculty members on leave of absence with pay shall not qualify.
 - d. Course work may not interfere with the faculty member's Junior College assignment. Exception shall only be by approval of the President or designee.
 - e. Any faculty member eligible to receive tuition reimbursement must return to Board employment prior to payment.
2. Course Approval
 - a. Request must be made in writing on the form provided by the Board at least ten (10) days prior to the beginning of the course. Such requests must include the course number, name and description, date, and the name of the university or college offering the course.
 - b. Such courses must be college credit or workshop equivalent to credit courses.
 - c. The courses must be related to the faculty member's regular Junior College assignment. The administration's judgement on this condition is final and binding and is not subject to the grievance procedure.
 - d. Approval or disapproval shall be submitted to the faculty member in writing.
3. Tuition Reimbursement Rates
 - a. Courses taken at the University of Michigan, Michigan State University, or Western Michigan University shall be reimbursed the regular tuition rate charged.

- b. Courses taken at other institutions shall be reimbursed at the regular tuition rate charged but shall not exceed the highest current rate of the universities referred to in a. above.
4. Maximum Number of hours Per Fiscal Year (12 months) For Tuition Reimbursement
- a. Four (4) semester hours or
 - b. Six (6) term hours or
 - c. Combination of the above not to exceed the equivalent of either 4.a or 4.b.
 - d. A two-year allotment may be taken simultaneously provided the faculty member is enrolled in a course or courses which begin in one (1) fiscal year and terminate in the next fiscal year.
5. Tuition Reimbursement Application Procedure
- a. Pre-approval of course by the Executive Vice President or designee (see 2., Course Approval) must be obtained.
 - b. The faculty member must satisfactorily complete the course.
 - c. Submit the tuition receipt to the approving party in a. above for payment authorization.
 - d. The Business Office shall make payments according to its procedures.
- N. PROFESSIONAL TRAVEL EXPENSES
1. Expenses incurred for each full-time faculty member who has received an official leave to attend professional meetings or conferences during the year shall have \$295 except that divisional chairperson will have \$320. Said allotment may be used to pay expenses for professional activities and/or professional publications; and/or professional dues. The faculty member will be paid actual expenses incurred or an amount totaling the IRS rate per mile driven to and from his/her destination. For conference necessitating a faculty member being away overnight, the faculty member would receive a per diem allotment up to \$40.00. This would cover lodging, meals, and miscellaneous expenses. Claims for such reimbursement shall be made within 30 days from the time of expenditure. Reimbursement is on

the basis of invoices or receipts for room and meals. For a conference leave granted for one (1) day, a per diem allotment would be up to \$15.00. In addition to the above, if there is an "official banquet" which is at the conference, the faculty member would receive reimbursement for this banquet in excess of the \$40.00 or \$15.00 allotted above. Registration fees for a conference would also be granted provided this fee does not include the cost of meals, lodging, or other expenses covered above. (Note: In multi-day leaves a single day which does not require overnight shall be treated as one (1) day.

At the discretion of the Dean or his/her designee, reimbursement pursuant to the above limitations will be made for expenses incurred while attending a conference during the periods when classes are not in session, provided the request is submitted to the Dean in writing no less than five (5) days prior to the conference.

Each division shall receive \$295.00 per each full-time faculty member except divisional chairperson \$320.00. At the end of the year if all funds in the division have not been expended, the balance will be prorated to faculty members who incurred expenses above their \$295.00 or \$320.00.

2. Faculty members assigned to off-campus class(es) shall be reimbursed for the exact cost of parking at such off-campus class(es) upon submission of receipts for such parking costs. Travel reimbursement shall be made according to the IRS rate when such instructors use their personal automobile. If instructors so assigned elect not to use their personal automobile, they shall be provided with a Board car provided same is available.

O. SALARY SCHEDULE CREDIT

Credit on the salary schedule beyond five (5) years MAY be granted by the President to new (incoming) faculty members for teaching, industry, business and/or military experience and service. The President's decision shall be final and binding.

P. ASSAULT ON A FACULTY MEMBER

1. If a faculty member acting in the line of duty, is assaulted, the incident shall immediately be reported to the Board or its representative.
2. In cases of an assault or injury inflicted on a faculty member while the faculty member is acting in the line of duty as an employee of the Board, the time lost, if any, by the faculty member shall not be charged against the faculty member's sick leave and the faculty member shall continue to be paid by the Board. When workers' Compensation is paid, the Board shall pay the difference between the sum and the faculty member's regular salary not to exceed two (2) years.

Q. RETIREMENT PAY

Any faculty member who has reached the age requirement of the Michigan Teacher's Retirement Act and has completed at least ten (10) years of service with the Grand Rapids Public Schools shall receive, upon retirement, \$40.00 for each day of unused sick leave or \$45.00 per year for Grand Rapids service, whichever is the greatest.

R. EXAMS AND NEEDS

There shall be a minimum of twenty-four (24) hours from the time the last exam ends until grades are due in the Registrar's Office with the exception of Christmas Break.

ARTICLE VIII

LEAVES OF ABSENCE WITHOUT PAY FOR FULL-TIME FACULTY

GENERAL PROVISIONS

1. The provisions of this Article apply only to full-time faculty.
2. The Board shall return a faculty member who has been on a leave of absence to the same or comparable position, if one exists, or any other position mutually agreed to by the employee and the administration.
3. The Board shall reemploy any faculty member returning

from an approved leave of absence at the beginning of a school year or at mid-year of the school year.

4. All requests for leave of absence will be applied for and granted or denied in writing. The faculty member must apply for the leave at least sixty (60) days prior to its commencement, except in cases of emergency or urgency.
5. The faculty member must notify the Executive Vice President, in writing, of his/her intention to return from such leave at least ninety (90) days prior to the beginning of the spring semester and/or one-hundred twenty (120) days prior to the fall semester. Failure to comply with this condition indicates that the faculty member is automatically resigning from the employment of the Board.
6. No benefits will accrue for any faculty member while on a leave of absence except as otherwise stated herein. Upon return from such leave, the faculty member's unused sick leave benefit which had been accumulated at the time the leave commenced will be restored to him/her.

A. PERSONAL ILLNESS

Any faculty member who has been afflicted with extended personal illness will be granted a leave of absence up to one (1) year upon application thereof. Such application must be accompanied by a physician's certificate of recommendation supporting same. Such leave shall be without pay and without increment advancement. This leave shall, upon request, be renewed each year for two (2) additional leaves of one (1) year each. The Board may require at its expense a medical examination as a prerequisite to reinstatement after any such leave.

B. MILITARY

Any faculty member who is inducted or enlists in any branch of the Armed Forces of the United States will be granted a leave without pay. Upon return from such leave, a faculty member shall receive full credit on the salary schedule up to two (2) years provided the faculty member has received an honorable discharge or honorable release from active duty, submits a written request for re-employment within ninety (90) days from the date of

discharge and is still qualified and competent to perform teaching duties. It is the responsibility of the faculty member to submit to the Executive Vice President the official documents to support the above activity.

C. SELF IMPROVEMENT THROUGH STUDY

A leave of absence without pay for up to one (1) year with renewal privileges will, upon approval of the President, be granted for any tenure faculty member who desires to study in his/her major or minor field or any other field approved by the President. The faculty member will, provided he/she was engaged as a full-time participant in such study program and upon return from such leave receive full credit on the Grand Rapids Junior College salary schedule for the first year of such leave. The Board has the option to grant additional step or steps or not to grant additional step or steps for any leave extended with the President's approval.

D. CHILD CARE

1. The Board shall grant, upon request, a one-year child care leave without pay to faculty members. The Board may renew such leave annually. The Board agrees to give the faculty members granted such leave the first opportunity to fill the same or a comparable position to that held before going on leave.
2. The above child care leaves of absence procedure shall also apply to faculty members who adopt a child.
3. Faculty members returning from leave complying with the provisions of this section shall be placed on that step of the salary schedule from which they went on leave unless they were employed for at least fifty (50) percent of their last teaching year in which case they shall be advanced to the next step.

E. ASSOCIATION LEAVE

A leave of absence for one (1) instructor, up to one-half time, shall be granted upon application for the purpose

of serving as a representative of the Faculty Association.

F. OTHER LEAVES

Other leaves of absence without pay may be granted by the Board.

ARTICLE IX

LEAVES OF ABSENCE WITH PAY

A. STUDY LEAVE

1. Professional leave is a leave for study and/or for professional activity.
2. All faculty members shall be eligible for one (1) year study leave after completing no less than six (6) years and for each such period of actual professional service in the Grand Rapids School System uninterrupted by anything other than approved leave of absence. Granting of study leaves shall be in accordance with the present rules and regulations pertaining thereto (see Board Policy 4152.1, Sabbatical Leaves, adopted August 3, 1971). The sabbatical committee to evaluate the request shall include the President of the College, Executive Vice President of the College and the appropriate Dean. The Board will pay such faculty members one-half of the contractual salary which they would ordinarily receive. The following school year the faculty member must return to Grand Rapids Junior College and render at least two (2) consecutive years of satisfactory service.
3. A one (1) semester study leave may also be granted under the same terms, as in A.2. above, except the obligation to return to the Grand Rapids Junior College shall be for one (1) year. After a one (1) semester leave, the instructor is eligible for one (1) more semester leave.
4. A one (1) semester study leave may also be granted under the same terms, as in A.2. above, except with

full contractual salary and under the following provisions.

- a. The administration and Faculty Association shall encourage such sabbaticals to be taken during the spring semester.
- b. The administration and the Faculty Association shall encourage disbursement of the students into remaining regular classes.
- c. A leave granted under this Section (A.4.) shall be counted the same as a leave under Section A.2. in terms of eligibility and obligation.

B. LEAVE FROM DUTY WITH PAY DUE TO ILLNESS OR BEREAVEMENT

1. Every faculty member shall be granted ten (10) working days of leave with pay per school year subject to the limitations provided herein. (Eleven (11) days are provided for 44-week faculty.)
2. All part-time faculty teaching in the regular day college will receive sick leave up to the number of days that class meets per week. These days are not cumulative. These days may be used for illness or bereavement.
3. Leave time may be used for absence from duty because of personal illness, injury, or on orders of a physician to remain absent due to exposure to disease. In cases subject to the Workers' Compensation Law, such leave time may be used to supplement Workers' Compensation so that the total amount paid an employee shall equal, but not exceed, his/her regular salary for the period of absence from duty.
4. Leave time because of death in the immediate family of a faculty member shall not exceed the remaining portion of the week in which death occurs plus five (5) additional work days.
 - a. Leave time for death of other relatives shall not exceed five (5) working days.
 - b. Leave time for death of friends shall not exceed two (2) working days.
5. Leave time because of the illness or injury of a

relative or friend shall be to provide for emergency arrangements and shall not exceed two (2) working days per absence.

6. Leave time used shall be deducted from the faculty member's leave bank.
7. Unused earned leave time shall be cumulative and shall be credited to the full-time faculty member's leave bank. The annual ten (10) days credit shall become effective when the employee reports for duty, as authorized, at the beginning of the school year. Leave days are granted at the rate of ten (10) days per year with unlimited accumulation. Those covered in Article VII, J. will be treated in the same manner.
8. Any employee absent because of personal illness, injury, or on orders of a physician to remain absent from duty due to exposure to disease for more than ten (10) working days in any one (1) year may be required by the President of the College to provide a medical statement by a reputable physician certifying that the employee was unable to be on duty during such absence. The President of the College, at his/her option, may require approval of any such medical certificate by another physician selected by him/her.
9. Accumulated sick leave time shall terminate upon termination of employment except when a leave of absence is granted by the Board.
10. Employees who are absent both before and after a holiday for which pay is granted will not be paid for that holiday except when absence is due to proven illness or injury.

C. OTHER LEAVES

Leaves for other purposes with full pay not chargeable against the faculty member's sick leave days shall be granted for the following reasons:

1. Absence when a faculty member is required to serve on a jury. Such leave for one (1) week or less shall be with full pay. Such leave for more than one (1) week shall be at full pay for the first week, and

- after the first week, at the difference between the regular salary and that amount received for such services during the school week.
2. Court appearances when subpoenaed as a witness.
 3. Visitation to and/or participation in educational programs or conferences wherein provision for maintenance of assignment can be made by the faculty member to the satisfaction of the college administration except for two (2) working days provided for this purpose by the Board and in those instances wherein such leave is by administrative request. Application forms provided by the Board shall be submitted to the President or his/her designee no less than five (5) working days prior to the date of leave. Approval or disapproval shall be given in writing to the faculty member prior to the requested leave date. Adjunct faculty may participate in educational conferences with prior approval by the Executive Vice President and his/her designee.
 4. Attending any function when so requested by the administration.

D. FACULTY MEMBER BUSINESS LEAVE

1. The parties agree there may be personal conditions or circumstances which may require faculty member absenteeism for other reasons than heretofore mentioned. The Board agrees such leave, not to be accumulated nor deducted from sick leave, may be used under the following conditions:
 - a. This leave shall be used only in situations of urgency, for the purpose of conducting personal business. This leave will be granted only if its transaction on weekends, after school hours or during vacation periods would cause undue hardship to the faculty member.
 - b. Each faculty member desiring to use such leave shall submit his/her request on the application form (provided by the Board) at least five (5) working days in advance of the anticipated absence except in cases of emergency; in such case, the faculty member shall apply as soon as possible. This form must be filed with the divisional chairperson, Academic Dean and Executive Vice-President. The general reason

shall be briefly explained on the form unless extremely confidential. If confidential, it must be presented orally to the Executive Vice President.

- c. Such leave shall not be used for seeking other employment, rendering services or working either with or without remuneration for themselves or for anyone else, for religious purposes, for hunting, fishing, or other recreational activities. It is further understood such leave shall not be granted for the first or last day of the school year nor on the first working days preceding or following a vacation period or holiday. (exceptions: graduation exercises for the faculty member's spouse, son or daughter; honors convocation honoring the faculty member, and for reasons beyond the control of the faculty member, recognizing the burden of proof for such reason is the sole responsibility of the faculty member.)

2. A maximum of two (2) days per school year.

E. ASSOCIATION PRESIDENT LEAVE

Upon written request from the Association, the Association President shall be granted a leave from his/her regular assignment up to 10 hours per semester with full salary and benefits provided the Association shall reimburse the Board for the full cost of such salary and benefits.

ARTICLE X

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance is a claim by one (1) or more faculty members or by the Faculty Association that there has been a violation or misapplication of any term of this Agreement or of any rules, order or regulation of the Board affecting the terms and conditions of employment of Junior College faculty members.

2. Types of Grievance

- a. Type A - A claim based upon an event or condition which is not included in this Agreement which affects the welfare or condition of employment may be processed through Level Three (3) but will not be arbitrable.
 - b. Type B - A claim based upon a violation or improper application of this Agreement may be processed through Level Four (4) including binding arbitration.
3. If a grievance is to be filed, it must be done at Level One by the aggrieved faculty member or members. If, however, he/she or they desire not to do so, the Association may file that grievance on behalf of such faculty member or members. If any individual grievant desires not to join in signing or processing a grievance, his/her identity shall not be disclosed during the processing of the grievance under this Article nor shall the Board be required to take any action, including the payment of back pay, with respect to any such faculty member who declines to sign or file the grievance.
 4. Any grievance filed by the Association shall be filed at Level Two within thirty (30) days after any official of the Association has or reasonably should have had knowledge of the occurrence of the event giving rise to the grievance.
 5. In the event a "class" (a large group of faculty members are directly affected) grievance is filed, individual signatures may be waived by mutual agreement in writing between representatives of the Association and the Board.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as

limiting the right of any faculty member having a grievance as defined in A.2.a. of this Article to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association provided the adjustment is consistent with the terms of this Agreement.

C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the faculty member within the time limits specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. In the event the administrator fails to take appropriate action within the time limits specified, the grievance is eligible for submission by aggrieved to the next level of the grievance procedure. The time limits specified may, however, be extended by mutual agreement between the aggrieved and appropriate Board representative at the particular level involved. The Association and the Board will jointly design the grievance form. A supply of the forms shall be on file with the Association and the Executive Vice President.

Grievances shall be processed as follows:

1. Level One

- a. A faculty member shall within ten (10) working days of having knowledge of a grievance orally discuss the matter with the appropriate college administrator (such administrator shall be designated by the Executive Vice President) with the objective of resolving the matter informally. If the aggrieved is not satisfied with the disposition from the oral discussion and he/she wishes to further pursue the matter, he/she shall file the grievance in writing to that appropriate administrator. The written grievance must be submitted within five (5) working days following date of oral discussion. Copies shall be submitted by the aggrieved to the Executive Vice President and the Faculty Association.

- b. The appropriate administrator shall within five (5) working days of the filing date submit a written answer to the aggrieved. That administrator shall submit copies of his/her answer to the Executive Vice President and the Faculty Association.

2. Level Two

- a. If a satisfactory settlement cannot be concluded in Level One, the aggrieved may within five (5) working days after receipt of the written answer in Level One submit written notice of dissatisfaction to the Executive Vice President.
- b. Within ten (10) working days of receipt of the written grievance, the Executive Vice President shall meet with the Association representative as soon as practicable in an effort to resolve the grievance. The faculty member or members who filed the grievance shall be present at the request of either the Executive Vice President or the Association. A written answer shall be given within fifteen (15) working days after receipt of the written grievance. Copies shall be submitted to the President, the aggrieved, and the Association.

3. Level Three

- a. If the grievance is not resolved to the satisfaction of the aggrieved, it may within five (5) working days thereafter be transmitted to the Secretary of the Board with a statement of the reasons why it is being appealed. At its next regular meeting, the Board will consider the grievance and may hold a hearing thereon, may designate one or more of its members to hold the hearing, or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance. The Board or a committee thereof shall make a final decision thereon within fifteen (15) days after that regular meeting.

4. Level Four

- a. If the decision of the Board is not satisfactory to the aggrieved and the matter is a grievance as defined in A.2.b., above, the grievance may be submitted to arbitration by written notice given by the Association within fifteen (15) days after receipt of the Board's decision. An impartial arbitrator shall be promptly selected by the parties to decide the matter. If they cannot agree as to the arbitrator, he/she shall be selected in accordance with the rules and procedures of the American Arbitration Association or the Michigan Employment Relations Commission.
- b. The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement, and he/she shall have no power to alter, add to or subtract from the terms of this Agreement as written. The decision of the arbitrator shall be final and binding on all parties.
- c. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

D. TIME LIMITS

No grievance or claim shall be processed unless initiated and carried to the next step within the time provided herein or as extended by mutual agreement.

E. NON-GRIEVABLE ITEMS

The following matters shall not be the basis of any grievance or claim filed under the procedure outlined in this Article:

1. The termination of services or failure to reemploy any probationary teacher.
2. The placing of a non-tenure teacher on a third year of probation.

3. The Preamble

ARTICLE XI

NO STRIKE CLAUSE

A. NO STRIKE

During the term of this Agreement neither the Association nor any persons acting in its behalf nor any individual faculty member will cause, authorize or support, or take part in any strike (i.e., the concerted failure to report for duty, or the concerted absence of faculty members from their positions, or concerted stoppage of work or abstinence in whole or in part from the full, faithful, and proper performance of the faculty members' duties of employment).

B. DISCIPLINE OR PENALTIES

Willful violation of this Article by any faculty member or group of faculty members will constitute just cause for discharge and/or the imposition of discipline or penalties. Nothing contained herein shall restrict the Board in the exercise of any rights granted to it by law in connection with the violation of any of the provisions of the Article.

C. VIOLATION

Violation of any terms, sections, or provisions of this Agreement by any faculty member or members shall constitute just cause for disciplinary action up to and including discharge.

ARTICLE XII

LAYOFF--NEW POSITIONS

A. LAYOFF

For reasons of over-staffing, the Board may cause the necessary number of faculty members to be laid off without pay and without benefits under the following procedure:

1. The Board shall request and consider voluntary layoffs first.
2. Mandatory layoffs for full-time faculty members, in addition to the above, shall take place in inverse order of faculty appointments within each subject matter discipline or a divisional plan which is accepted by both the Faculty Association and the Board.
3. In the event the college administration elects to remove an academic program, the Board shall provide a sixty day layoff advance warning to faculty members affected by such removal.
4. No part-time faculty member shall be employed so long as qualified full-time faculty are on layoff. Divisional precedent(s) will be used to determine qualification.
5. Recall shall be in subject matter discipline but in inverse order of the faculty placed on the mandatory layoff list (full-time faculty) and followed by recalling those faculty members who were placed on the voluntary layoff lists or by implementing a divisional plan which is accepted by both the Faculty Association and the Board.
6. Such recall shall reinstate all credit and benefits to the faculty member pursuant to the Agreement in effect at such time of recall.
7. No new employee shall be appointed while there are available faculty members on the layoff list who are qualified to fill the vacancy and provided that the recalled faculty member reports to his/her assignment within fifteen (15) days from the date of recall notification or unless otherwise mutually agreed to by the parties involved. Continuing Education and Summer College are excluded from the above procedure for faculty layoffs.

B. NEW POSITIONS

The following procedure will be in effect when new position(s) within the bargaining unit are established during the duration of this Agreement:

1. The Board will develop a job description and wage rate for the new position.
 2. The job description and wage rate, as developed by the Board, will be explained to the Association representative with the object of obtaining agreement on wages and working conditions. The rate may be installed without agreement subject to adjustment as provided below.
 3. When a wage rate for a new position is installed, the faculty member affected may, at any time within ninety (90) days from receipt of the job description and rate, file a Type A grievance alleging that the classification is improperly described and/or that such new rate does not bear a fair wage relationship to the wage rate structure in the same school system. Such grievance shall be adjusted under the grievance procedure of this Agreement. If such grievance is settled at any step of the grievance procedure, the settlement shall be effective as of the date when the employee or employees were assigned to the new position.
- C. The President of the Association shall be notified of all job openings for college faculty, administration or support staff.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

A. AGREEMENT COPIES

Copies of this Agreement shall, at the expense of the Board, be presented to all faculty members.

B. CONTRARY TO LAW

If any provisions of this Agreement or any application of this Agreement is found to be contrary to law, such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

C. FACILITIES PRIORITY

The Junior College program shall have first priority in the use of facilities normally assigned to Junior College.

D. TUBERCULIN SKIN TESTS AND/OR X-RAYS, TESTS AND INOCULATIONS

Pursuant to the requirement of the State of Michigan, each faculty member shall receive, at no cost to the employee, a tuberculin chest x-ray and/or tuberculin skin test provided the employee reports on dates and places scheduled by the Board. The Board nurse shall specify which of the above will be administered. Each employee receiving the tuberculin test from the Board must have the test read by the school nurse or her/his designee at the time and place designated at the time the test was given. All other readings shall be considered invalid and the test must be repeated. The results from other valid testing agencies will be accepted by the Board.

In addition, the Board shall provide, at no cost to the employee, to each faculty member so desiring, all medical tests and inoculations required or recommended to carry out safely the professional responsibility of an instructor of Grand Rapids Junior College wherever these tests are recommended by a recognized government health agency.

E. AUTOMOBILE VANDALISM AND/OR THEFT

Reimbursement to the faculty member (one-half time or more) for validated damage to personal automobile property due to vandalism and/or theft shall be made under the following conditions:

1. The faculty member is acting in the line of duty when such loss occurs and the automobile is parked in the designated area as assigned by the appropriate college administrator.
2. Such loss occurs during the time the faculty member was acting in the line of duty.
3. The faculty member's insurance carrier or the faculty member has paid the first claim, (during the duration of this Agreement under conditions 1. and

2. above) except the Board will pay the first \$100.00 or the claim whichever is less.
4. The items damaged or stolen are attachments to and are regular accessories of the automobile. Note: Tapes and tape decks are not considered to be a regular accessory.
5. The automobile was secured (windows locked, doors locked).
6. The damage was properly reported to the police or school liaison officer and building administrator immediately after the discovery of loss.
7. The faculty member signs the claim form stating the damage and/or loss was, to the best of that faculty member's knowledge, done while he/she was acting in the line of duty and stating the location in which the auto was parked. At least two (2) estimates from reputable local businesses shall be attached. The forms will be obtained from the Business Office located at 143 Bostwick N.E.

ARTICLE XIV

NEGOTIATIONS PROCEDURE

- A. Re-negotiation of this agreement for the subsequent years shall be commenced no later than June 15, 1991. Such negotiations shall include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement shall be reduced to writing and signed by the Board and the Association.
- B. If the negotiations described in this section (A above) have reached an impasse, the procedure described in Act 379 and its amendments of the Michigan Public Acts of 1965 will be followed.
- C. This Agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within knowledge or contemplation of either or both of the parties at the time they negotiated

or signed this agreement.

- D. Neither the Board nor the Association shall have any control over the selection of the bargaining representatives of the other.

ARTICLE XV

DURATION OF CONTRACT

This Agreement shall be effective as of August 21, 1989, and shall continue in effect until August 19, 1991.

THE BOARD OF TRUSTEES OF THE
GRAND RAPIDS JUNIOR COLLEGE

THE FACULTY ASSOCIATION OF THE
GRAND RAPIDS JUNIOR COLLEGE

BY *Thomas M. Holmann*
Its President

BY *Thomas M. Holmann*
Its President

BY *Susan M. Zimmerman*
Secretary to the Board

BY *Mary J. Olivier*
Its Secretary

BY *Carolus Enggaard*
Its Chief Negotiator

BY *Richard D. Godfrey*
Its Chief Negotiator

1989 1990

JANUARY							JULY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
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FEBRUARY							AUGUST						
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1	2	3	4	5	6	7	8	9	10	11	12	13	14
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29	30	31											

MARCH							SEPTEMBER						
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APRIL							OCTOBER						
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MAY							NOVEMBER						
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29	30	31											

JUNE							DECEMBER						
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JANUARY							JULY						
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29	30	31					29	30	31				

FEBRUARY							AUGUST						
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MARCH							SEPTEMBER						
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APRIL							OCTOBER						
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29	30	31											

MAY							NOVEMBER						
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22	23	24	25	26	27	28	29	30	31				
29	30	31											

JUNE							DECEMBER						
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15	16	17	18	19	20	21	22	23	24	25	26	27	28
22	23	24	25	26	27	28	29	30	31				
29	30	31											

1989-90 Academic Year

X	Administration Days	4
-	Instructional Days	172
Δ	Holidays	4
	Total Days	180

May 18 Commencement Program (Faculty shall attend)

1990

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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28	29	30	31				25	26	27	28				25	26	27	28	29	30	31
APRIL							MAY							JUNE						
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29	30						27	28	29	30	31			24	25	26	27	28	29	30
JULY							AUGUST							SEPTEMBER						
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OCTOBER							NOVEMBER							DECEMBER						
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22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30	31					29	30	31				

1991

JANUARY							FEBRUARY							MARCH						
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APRIL							MAY							JUNE						
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22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28
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JULY							AUGUST							SEPTEMBER						
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22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28
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OCTOBER							NOVEMBER							DECEMBER						
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15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30	31					29	30	31				

1990-91 Academic Year

X	Administration Days	4
—	Instructional Days	172
△	Holidays	4
	Total Days	T80

May 17 Commencement Program (Faculty shall attend)

1991

1992

JANUARY							FEBRUARY							MARCH							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4	5					1	2							1	2
6	7	8	9	10	11	12		3	4	5	6	7	8	9							
13	14	15	16	17	18	19		10	11	12	13	14	15	16							
20	21	22	23	24	25	26		17	18	19	20	21	22	23							
27	28	29	30	31				24	25	26	27	28									
APRIL							MAY							JUNE							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4	5					1	2	3	4						
7	8	9	10	11	12	13		5	6	7	8	9	10	11							
14	15	16	17	18	19	20		12	13	14	15	16	17	18							
21	22	23	24	25	26	27		19	20	21	22	23	24	25							
28	29	30						26	27	28	29	30	31								
JULY							AUGUST							SEPTEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4	5	6					1	2	3	4	5				
7	8	9	10	11	12	13		4	5	6	7	8	9	10							
14	15	16	17	18	19	20		11	12	13	14	15	16	17							
21	22	23	24	25	26	27		18	19	20	21	22	23	24							
28	29	30	31					25	26	27	28	29	30	31							
OCTOBER							NOVEMBER							DECEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4	5					1	2	3	4	5					
6	7	8	9	10	11	12		3	4	5	6	7	8	9							
13	14	15	16	17	18	19		10	11	12	13	14	15	16							
20	21	22	23	24	25	26		17	18	19	20	21	22	23							
27	28	29	30	31				24	25	26	27	28	29	30							

JANUARY							FEBRUARY							MARCH							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4	5					1	2							1	2
6	7	8	9	10	11	12		3	4	5	6	7	8	9							
13	14	15	16	17	18	19		10	11	12	13	14	15	16							
20	21	22	23	24	25	26		17	18	19	20	21	22	23							
27	28	29	30	31				24	25	26	27	28	29								
APRIL							MAY							JUNE							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4	5					1	2	3	4						
7	8	9	10	11	12	13		5	6	7	8	9	10	11							
14	15	16	17	18	19	20		12	13	14	15	16	17	18							
21	22	23	24	25	26	27		19	20	21	22	23	24	25							
28	29	30	31					26	27	28	29	30									
JULY							AUGUST							SEPTEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4	5	6					1	2	3	4	5				
7	8	9	10	11	12	13		4	5	6	7	8	9	10							
14	15	16	17	18	19	20		11	12	13	14	15	16	17							
21	22	23	24	25	26	27		18	19	20	21	22	23	24							
28	29	30	31					25	26	27	28	29	30	31							
OCTOBER							NOVEMBER							DECEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4	5					1	2	3	4	5					
6	7	8	9	10	11	12		3	4	5	6	7	8	9							
13	14	15	16	17	18	19		10	11	12	13	14	15	16							
20	21	22	23	24	25	26		17	18	19	20	21	22	23							
27	28	29	30	31				24	25	26	27	28	29	30							

1991-92 Academic Year

X	Administration Days	4
-	Instructional Days	172
△	Holidays	4
	Total Days	180

May 15 Commencement Program (Faculty shall attend)

APPENDIX B-1

EFFECTIVE AUGUST 21, 1989

1989-90
Salary Schedule

A.

<u>Step</u>	<u>Non-Degree School Year</u>	<u>Bachelors Degree School Year</u>	<u>Masters Degree School Year</u>
1	17,459	23,268	25,398
2	18,007	24,011	26,270
3	18,686	24,979	27,302
4	19,396	25,882	28,367
5	20,234	27,012	29,496
6	21,170	28,271	30,691
7	22,105	29,496	31,949
8	23,268	30,819	33,659
9	24,398	32,433	35,241
10	25,656	34,111	37,241
11	26,882	35,789	40,276
12	27,515	36,423	40,910

<u>Step</u>	<u>Non-Degree 44 Week</u>	<u>Bachelors Degree 44 Week</u>	<u>Masters Degree 44 Week</u>
1	20,332	27,108	29,594
2	20,976	28,012	30,594
3	21,815	29,109	31,852
4	22,591	30,174	33,110
5	23,591	31,497	34,401
6	24,720	32,918	35,757
7	25,785	34,401	37,242
8	27,108	35,951	39,242
9	28,432	37,823	41,082
10	29,916	39,727	43,374
11	31,336	41,728	46,988
12	31,970	42,361	47,622

B. ADDITIONAL REMUNERATION FOR ADVANCED TRAINING BEYOND A MASTER DEGREE WILL BE AS FOLLOWS:

Courses to be used toward Master plus credit must be graduate level (exceptions solely with prior approval from the Executive Vice President). It is the responsibility of the employee to submit written verification of one above in a timely manner to the Personnel Office. No retroactive payments shall be made.

Additional remuneration will be paid for the first semester if written verification is submitted on or before September 30 and will be paid for the second semester if submitted on or before February 16. If verification is submitted after the above dates, the additional remuneration will begin at the beginning of the next semester.

- | | | |
|-----------------|---|-----------------------|
| 1. Masters + 10 | = | 2% of Masters Step 1 |
| 2. Masters + 20 | = | 3% of Masters Step 1 |
| 3. Masters + 30 | = | 4% of Masters Step 1 |
| 4. Specialist | = | 5% of Masters Step 1 |
| 5. Doctorate | = | 10% of Masters Step 1 |

- C. A faculty member requested by the administration to work, in his/her regular assignment, before the school year or during school year vacation periods or beyond the school year shall be compensated at the rate of two percent (2%) of his/her regular school year salary per one (1) full week (5 days) of work.

APPENDIX B-2

EFFECTIVE AUGUST 20, 1990

1990-91
Salary Schedule

A.

<u>Step</u>	<u>Non-Degree School Year</u>	<u>Bachelors Degree School Year</u>	<u>Masters Degree School Year</u>
1	18,332	24,431	26,668
2	18,907	25,212	27,584
3	19,620	26,228	28,667
4	20,366	27,176	29,785
5	21,246	28,363	30,971
6	22,229	29,685	32,226
7	23,210	30,971	33,546
8	24,431	32,360	35,342
9	25,618	34,055	37,003
10	26,939	35,817	39,103
11	28,226	37,578	42,290
12	28,891	38,244	42,956

<u>Step</u>	<u>Non-Degree 44 Week</u>	<u>Bachelors Degree 44 Week</u>	<u>Masters Degree 44 Week</u>
1	21,349	28,463	31,074
2	22,025	29,413	32,124
3	22,906	30,564	33,445
4	23,721	31,683	34,766
5	24,771	33,072	36,121
6	25,956	34,564	37,544
7	27,074	36,121	39,104
8	28,462	37,749	41,204
9	29,854	39,714	43,136
10	31,412	41,713	45,542
11	32,903	43,813	49,337
12	33,569	44,479	50,003

B. ADDITIONAL REMUNERATION FOR ADVANCED TRAINING BEYOND A MASTER DEGREE WILL BE AS FOLLOWS:

Courses to be used toward Master plus credit must be graduate level (exceptions solely with prior approval from the Executive Vice President). It is the responsibility of the employee to submit written verification of one above in a timely manner to the Personnel Office. No retroactive payments shall be made.

Additional remuneration will be paid for the first semester if written verification is submitted on or before September 30 and will be paid for the second semester if submitted on or before February 16. If verification is submitted after the above dates, the additional remuneration will begin at the beginning of the next semester.

- | | | |
|-----------------|---|-----------------------|
| 1. Masters + 10 | = | 2% of Masters Step 1 |
| 2. Masters + 20 | = | 3% of Masters Step 1 |
| 3. Masters + 30 | = | 4% of Masters Step 1 |
| 4. Specialist | = | 5% of Masters Step 1 |
| 5. Doctorate | = | 10% of Masters Step 1 |

- C. A faculty member requested by the administration to work, in his/her regular assignment, before the school year or during school year vacation periods or beyond the school year shall be compensated at the rate of two percent (2%) of his/her regular school year salary per one (1) full week (5 days) of work.

APPENDIX C

A. CONTINUING EDUCATION, INTERIM, SUMMER COLLEGE AND OVERLOAD

1. Contact Hourly Rates - 1989-90 - Effective August 21, 1989
(Step 1 divided by 32)

- a. Non-Degree - - - - - \$546
- b. Bachelors Degree - - - - \$727
- c. Masters Degree - - - - - \$794

2. Contact Hourly Rates - 1990-91 - Effective August 20, 1990
(Step 1 divided by 32)

- a. Non-Degree - - - - - \$573
- b. Bachelors Degree - - - - - \$763
- c. Masters Degree - - - - - \$833

B. If a faculty member's load is below the required assignment to fulfill the normal load, he/she will have the above amounts deducted from each hour below the normal assignment to 28. If the load is less than 28 hours, see Article VII, Section A.2.

C. Schedule for new adjunct faculty effective August 21, 1989 will be:

- 1. Non-Degree - - - - - \$525
- 2. Bachelors Degree - - - - \$642
- 3. Masters Degree - - - - - \$688

Schedule for new adjunct faculty effective August 20, 1990 will be:

- 1. Non-Degree - - - - - \$553
- 2. Bachelors Degree - - - - \$676
- 3. Masters Degree - - - - - \$724

After eight semesters (including a summer session and interim) adjunct faculty members will move to the rates in Appendix C-A. Those adjunct faculty who have taught in any semester since January 1988 shall receive credit toward the eight semester accumulation.

APPENDIX D

NON-CREDIT PRODUCT SERVICE SCHOOL

Non-Credit Product Service School and non-credit National Science Foundation and National Defense Education Act seminars and workshops will be recognized for Masters + 10, Masters + 20, or Masters + 30 under the following conditions:

1. Request must be made in writing on the form provided by the Board at least ten (10) days prior to the commencement of the course. Such request must include the course name; description, date, and the name of the source of training offering the course.
2. Such courses or workshops must be equivalent to college credit courses.
3. The courses must be related to the faculty member's regular Junior College assignment. The administration's judgment of this condition is final and binding and is not subject to the grievance procedure.
4. Approval or disapproval shall be submitted to the faculty member in writing.
5. Twelve to fifteen hours of instruction shall be equal to one (1) semester hour of credit.

APPENDIX E.

EXTRA CURRICULAR REMUNERATION

A. Remuneration for extra-curricular and coaching assignments and for services rendered will be the percentage as indicated below of the Masters Step 1.

<u>Assignment</u>	<u>1st yr</u>	<u>2nd yr</u>	<u>3rd yr</u>	<u>4th yr</u>	<u>5th yr</u>
Coaching of Forensics and/or Drama	2%	3%	4%	5%	6%
Coaching of Debate	6%	7%	8%	9%	10%
Collegiate Sponsor	10%	11%	12%	13%	14%
Display Sponsor	10%	11%	12%	13%	14%
Instrumental Music Dir.	6-9%	7-10%	8-11%	9-12%	10-13%
Vocal Music Dir	6-9%	7-10%	8-11%	9-12%	10-13%
Football	17%	18%	19%	20%	21%
Asst. Football	10%	11%	12%	13%	14%
Hd. Basketball	12-17%	13-18%	14-19%	15-20%	16-21%
Asst. Basketball	10%	11%	12%	13%	14%
Wrestling	12%	13%	14%	15%	16%
Asst. Wrestling	6%	7%	8%	9%	10%
Vars. Baseball and Softball	9-13%	10-14%	11-15%	12-16%	13-17%
Asst. Baseball and Softball	6%	7%	8%	9%	10%
Track	12%	13%	14%	15%	16%
Asst. Track	6%	7%	8%	9%	10%
Swimming & Diving	10-12%	11-13%	12-14%	13-15%	14-16%
Asst. Swimming & Diving	6%	7%	8%	9%	10%
Golf	9%	10%	11%	12%	13%
Cross Country	9%	10%	11%	12%	13%
Asst. Cross Country	5%	6%	7%	8%	9%
Tennis	7-9%	8-10%	9-11%	10-12%	11-13%
Volleyball	10%	11%	12%	14%	15%
Asst. Volleyball	6%	7%	8%	9.5%	10%
Eligibility & Ticket Mgr.	7%				
Equipment Mgr.	6%				
Radiation Safety Officer	7%				
Culinary coach	6%				
Cheerleader Coach	6%				

Salaries within the bracketed areas shall be adjusted on the recommendation of the Athletic Director and shall be based upon the length of the season.

B. ATHLETIC MANAGEMENT

1. The Athletic Director shall be paid in the amount indicated per year above his/her regular contract salary: 1989-90, \$4,009.00; 1990-91 \$4,209.00. He/she shall be assigned an 18 credit/contact hour teaching load per year or its equivalent.
2. The Assistant Athletic Director shall be paid in the amount indicated per year above his/her regular contract salary: 1989-90, \$2,004.00; 1990-91, \$2,104.00.

If two or more persons are carrying out the responsibilities the compensation shall be divided appropriately.

C. DIVISIONAL CHAIR

1. Each divisional chairperson shall work the equivalent of five (5) additional days assigned at the discretion of the appropriate Instructional Dean.
2. Remuneration for each divisional chairperson shall be in the amount indicated per year above his/her contract salary: 1989-90, \$4,009.00; 1990-91, \$4,209.00
3. Divisional chairperson shall be assigned a 24 credit/contact hour teaching load per year or its equivalent.

APPENDIX F

PAY RATES, IN CONTACT HOURS (CH), FOR
"PROJECT SEMINAR" COURSES

	Course 291 1 cr	Course 292 2 cr	Course 293 3 cr
<u>No. Students</u>			
1	1/15 = 0.133 CH	1/7.5 = 0.267 CH	1/5 = 0.400 CH
2	2/15 = 0.133 CH	2/7.5 = 0.267 CH	2/5 = 0.400 CH
3	3/15 = 0.267 CH	3/7.5 = 0.533 CH	3/5 = 0.800 CH
4	4/15 = 0.267 CH	4/7.5 = 0.533 CH	4/5 = 0.800 CH
5	5/15 = 0.333 CH	5/7.5 = 0.667 CH	5/5 = 1.000 CH
6	6/15 = 0.400 CH	6/7.5 = 0.800 CH	6/5 = 1.200 CH
7	7/15 = 0.467 CH	7/7.5 = 0.933 CH	7/5 = 1.400 CH
8	8/15 = 0.533 CH	8/7.5 = 1.067 CH	8/5 = 1.600 CH
9	9/15 = 0.600 CH	9/7.5 = 1.200 CH	9/5 = 1.800 CH
10	10/15 = 0.667 CH	10/7.5 = 1.333 CH	10/5 = 2.000 CH
11	11/15 = 0.733 CH	11/7.5 = 1.467 CH	11/5 = 2.200 CH
12	12/15 = 0.800 CH	12/7.5 = 1.600 CH	12/5 = 2.400 CH
13	13/15 = 0.867 CH	13/7.5 = 1.733 CH	13/5 = 2.600 CH
14	14/15 = 0.933 CH	14/7.5 = 1.867 CH	14/5 = 2.800 CH
15	15/15 = 1.000 CH	15/7.5 = 2.000 CH	15/5 = 3.000 CH

Each credit hour requires 16 contacts per semester.
See memo of understanding dated November 29, 1983.

