

8/31/91



**MASTER AGREEMENT**

**Between  
The**

**MUSKEGON COMMUNITY COLLEGE**

**FACULTY ASSOCIATION**

**and the**

**BOARD OF TRUSTEES**

<b>ACADEMIC YEARS</b>	<b>1988-89</b>
	<b>1989-90</b>
	<b>1990-91</b>

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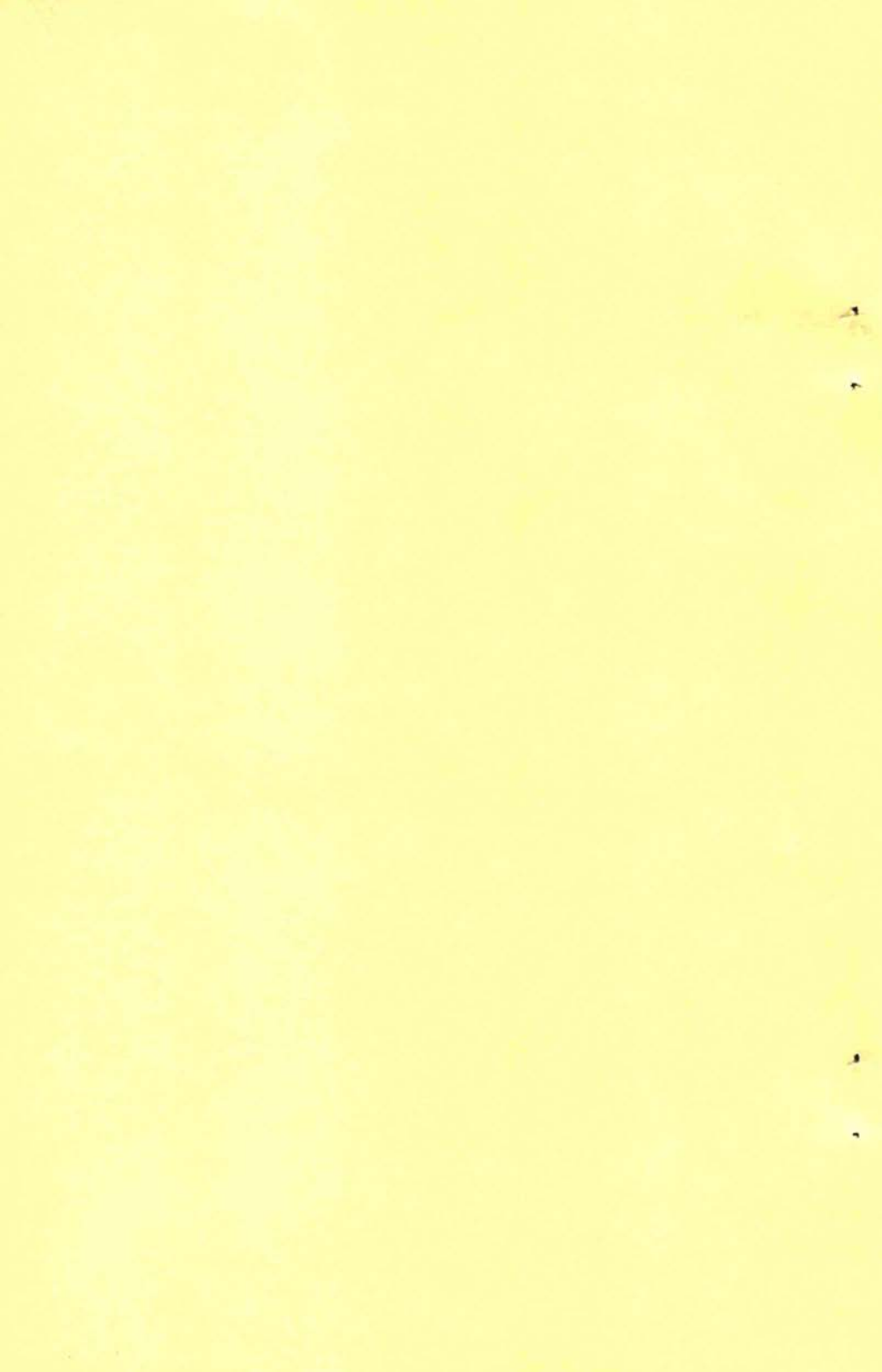


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LETTER OF UNDERSTANDING

A G R E E M E N T

BETWEEN

BOARD OF TRUSTEES OF MUSKEGON COMMUNITY COLLEGE  
OF THE STATE OF MICHIGAN

AND

MUSKEGON COMMUNITY COLLEGE ASSOCIATION,  
A DISTRICT OF THE MICHIGAN ASSOCIATION FOR  
HIGHER EDUCATION AT MUSKEGON COMMUNITY COLLEGE

THIS AGREEMENT entered into this 18th day of May,  
1988 and effective September 1, 1988, between the BOARD OF  
TRUSTEES OF MUSKEGON COMMUNITY COLLEGE, hereinafter called "the  
Board", and the MUSKEGON COMMUNITY COLLEGE ASSOCIATION, a  
DISTRICT OF THE MICHIGAN ASSOCIATION FOR HIGHER EDUCATION,  
hereinafter called "the Association".

WITNESSETH:

ARTICLE I

Section 1.1 WHEREAS, the Board and the Association  
recognize and declare that providing a quality education for the  
students of Muskegon Community College is their mutual aim, and

Section 1.2 WHEREAS, the Board and Association recognize  
and declare that providing services and support to the community  
that the College serves is their mutual aim, and

Section 1.3 WHEREAS, the members of the faculty are  
qualified to assist in formulating policies and programs designed  
to improve educational standards, and

Section 1.4 WHEREAS, each party has a statutory obligation  
to bargain, pursuant to the Public Employment Relations Act, Act  
379 of the Michigan Public Acts of 1965, as amended, (hereinafter

referred to as "the Act"), with respect to hours, wages, terms and conditions of employment; and

Section 1.5 WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

Section 1.6 In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE II

### RECOGNITION

Section 2.1 The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in the Act, for all full-time teaching faculty, counselors, coordinators and professional LRC persons employed or hereafter employed by the Board.

Section 2.2 This does not include the President; the Dean of Administration; the Dean of Instruction; the Dean of Community Services; the Dean of Faculty; the Dean of Student Services; the Dean of Instructional Services; the Associate Dean of Student Services; the Director of Physical Plant; the Director of Admission Services; the Assistant to the President; the Associate Dean of Research, Assessment & Development; the Director of Athletics and Student Activities; the Associate Dean of Allied Health and Occupational Education; the Director of Data Processing; the Business Manager; the Director of Financial Aid; the Director of Continuing Education Programs; the Director of Research and Development; the Director of Special Projects; Lead Programmer/Analyst; the Director of Records & Registration; the

Director of Business & Industrial Program Development; the Director of Respiratory Therapy; the Director of Placement, Apprenticeship and Coop/Intern.; the Director of MCC/MCF Educational Program; the Director of Nursing; and any other supervisory employees as covered by the Act. The term "faculty member", when used in this Agreement, shall refer to any employee represented by the Association.

Section 2.1 The Association agrees to furnish the Board with a copy of the current Constitution and Bylaws of the Association.

### ARTICLE III

#### ASSOCIATION AND FACULTY MEMBER RIGHTS

Section 3.1 Pursuant to the Act, the Board and the Association hereby agree that every faculty member shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations or refrain therefrom. The Board and the Association agree that each will not directly or indirectly discourage or deprive or coerce any faculty member in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that each will not discriminate against any faculty member with respect to hours, wages or any terms or conditions of employment by reason of his membership or nonmembership in the Association, or collective professional negotiations with the Board, or his institution of any grievance,

complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

Section 3.2 Any faculty member who elects not to join the Association or pay dues or service fees shall so notify the Association in writing.

Section 3.3 Nothing contained herein shall be construed to deny or restrict to any faculty member rights he may have under the Michigan Community College Act or other existing applicable laws and regulations. The rights granted to faculty members in this contract shall be deemed to be in addition to those provided elsewhere under existing law.

Section 3.4 The Association and its representatives shall have the right to use college buildings for meetings at all reasonable hours as determined by the President of the College or his designee when the Association requests in writing prior to utilization of these facilities.

Section 3.5 Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on College property at all reasonable times that do not interfere with or interrupt normal College operations.

Section 3.6 The Association will be permitted to make use of College equipment including typewriters, duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use.

Section 3.7 The Association shall have the right to post notices of its activities and matters of Association business on faculty bulletin boards at least one of which shall be provided. The Association may use the College internal mail service and faculty member mail boxes for communications to faculty members.

Section 3.8 The Board agrees to furnish the Association in response to reasonable requests all available public information concerning the College.

Section 3.9 The Association shall be given the opportunity to participate in the revision of educational policy and construction of new educational programs prior to their adoption and/or general publication.

Section 3.10 The religious or political activities of any faculty member or the lack thereof shall not be grounds for any discipline or discrimination with respect to the professional employment of such faculty member except that no religious or political proselytizing shall be conducted in the classroom. The private life of any faculty member is not within the appropriate concern or attention of the Board unless it becomes detrimental to the standing of the College in the community.

Section 3.11 The provisions of this Agreement shall be applied to faculty members in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex or marital status or other statutory classification of discrimination.

Section 3.12 A faculty member shall at all times be entitled to have present a representative of the Association at an interview at which the faculty member reasonably believes that the faculty member may be reprimanded, warned or disciplined. When a request for such representation is made, no action shall be taken with respect to such faculty member until such representative of the Association is present.

#### ARTICLE IV

##### CONTRACTS

##### Section 4.1 Dates of Issue and Return.

(a) All contracts approved by the Board shall be issued to members of the faculty upon ratification of a Master Agreement or by the regular April Board meeting of each year, whichever shall be later.

(b) Said contracts are to be signed and returned to the President or his designee within three (3) weeks after receipt of the contract by the faculty member.

(c) A letter of intent to issue a contract may be distributed by the Board's designee but such letter shall not be issued in lieu of a contract, and shall be in the form prescribed by the Board.

Section 4.2 Probationary Contract. A faculty member will be given a probationary contract for each year of the first three (3) years he is employed. During probationary appointment, a

faculty member may be released subject to the provisions for releasing probationary faculty described below.

Section 4.3 One-Year Contracts.

(a) One-year contracts will be based upon the normal faculty salary schedule and will be compensated at the same rate as if the instructor issued such a contract were either on probationary or continuing contract. Such contracts imply no obligation on the part of the Board of Trustees for reissuance and may be terminated at the end of the contract period without recourse. This contract shall not be used to extend the probationary period.

(b) If the one-year contract position is available for the third consecutive year it will be offered as a vacant position pursuant to Article VI. In the event that the person under the one-year contract is selected for the position, the prior time shall be counted toward the probationary period.

(c) Multiple Night Faculty Position. The Board may authorize and post multiple night faculty positions. These positions will include up to four (4) night assignments as an ongoing contractual obligation.

Section 4.4 Continuing Contract. After successful completion of three (3) years with a probationary contract, a faculty member will be placed on continuing contract. Continuing contract implies that the faculty member will be retained as long as he continues to provide satisfactory service and may be dismissed only in accord with the dismissal procedures listed below.



Section 4.5 Termination Procedures.

(a) Probationary Contracts.

(1) These contracts may be terminated by mutual consent at any time.

(2) If a faculty member wishes to resign at the end of a contract year, he shall give notice as soon as possible, but no later than April 30.

(3) No faculty member shall be summarily suspended from duties during the school year pending formal hearing except in cases of gross incompetence or for acts of gross moral turpitude or gross insubordination. In these instances, suspension with pay may be immediate following Board action, and the issue may then be resolved through the usual grievance procedure, if desired.

(4) Provided the evaluation procedure as authorized in this Agreement has been followed, a faculty member under probationary contract may be released at the end of the school year without recourse to the grievance procedure. If the President does not intend to recommend that the faculty member be reappointed as the result of performance during previous probationary periods or during the first semester, he shall notify said faculty member of this by the first Monday in February. If the Board intends not to renew the contract at the end of the school year, the faculty member involved shall be notified subsequent to the regular Board of Trustees meeting in April.

(5) If the cause or the evaluation suggesting reasons for dismissal occurs after the first Monday in February, the President shall inform the probationary faculty member of his intent not to recommend continued employment on or before April 15. The Board shall take action at the next regular meeting and the faculty member shall be notified subsequent thereto.

(b) Continuing Contracts.

(1) These contracts may be terminated by mutual consent at any time.

(2) If a faculty member wishes to resign at the end of a contract year, he shall give notice as soon as possible but no later than April 30.

(3) No faculty member shall be summarily suspended from duties during the school year pending formal hearing except in cases of gross incompetence or for acts of gross moral turpitude or gross insubordination. In these instances, suspension with pay may be immediate following Board action, and the issue may then be resolved through the usual grievance procedure, if desired.

Section 4.6 All faculty members working the minimum, or more, teaching load and/or assignment for the academic year as stipulated in Article V of this Master Agreement shall be hired on a full-time contractual basis. However, unusual circumstances may require a part-time faculty member to assume a full load in a given semester or term. No more than two (2) such individuals

may be so employed in any given semester or term without being placed on full-time contractual status.

Section 4.7 Reduction of Staff.

(a) For the purposes of this Agreement, a reduction in the number of bargaining unit positions may take place for economic reasons, such as loss of revenue, loss of student enrollment, or for other related economic factors which cause program elimination.

(b) Any reduction in the number of bargaining unit positions which results in the layoff of bargaining unit members will be accomplished according to seniority and the qualifications as herein defined of the affected faculty member and the procedure outlined below.

(c) For the purpose of this Article, "qualified" shall be defined as follows:

(1) A major in the area of the curriculum where the displacement is to occur; or ,

(2) A minor (18 semester credit hours or 6 courses, whichever is appropriate as determined by the appropriate Dean) upon entry to the new curriculum area. By the beginning of the second year of the reassignment, the faculty member must have an additional six (6) semester credit hours acceptable to the appropriate Dean in consultation with the Chairperson or Coordinator in the affected Department or Program.

(3) By the beginning of the third year of reassignment, for (1) and (2) above, the faculty member reassigned

must have completed thirty (30) semester credit hours acceptable to the appropriate Dean in consultation with the Chairperson or Coordinator in the affected Department or Program. By the beginning of the fourth year, the faculty member must have completed a Master's Degree or thirty-three (33) semester credit hours in the curriculum area acceptable to the appropriate Dean in consultation with the Chairperson or Coordinator in the affected Department or Program.

(4) The qualifications set forth in (1), (2), and (3) shall not be used to disqualify any faculty member in his current position as of the effective date of this agreement.

(d) For purposes of this Agreement, "seniority" shall be defined as total continuous full-time employment with the college in the bargaining unit except to the extent it has been broken by paragraph (e) below and shall commence on the date of employment.

(e) Seniority shall be broken upon:

(1) Termination of employment as provided in Section 4.5 above.

(2) Retirement.

(3) Failure to return upon expiration of a leave of absence, or extension thereof.

(4) A layoff in excess of the period set forth in paragraph (i)(4) below. Seniority shall continue to accumulate during the period of leave or layoff subject to (i)(4) below.

(f) In no event shall the layoff procedure be implemented for the purpose of dismissal of a bargaining unit member for reasons other than stated in subsection (a) above.

(g) The Board shall determine which position is to be reduced and the layoff of any bargaining unit member shall be preceded by formal written notice of such layoff according to the following schedule:

(1) The written notice shall be delivered sixteen (16) calendar weeks in advance of the date the layoff is to commence.

(2) The faculty member so notified may then displace a faculty member with less seniority in the same department or program where the displaced individual has less seniority and the notified bargaining unit member is qualified to fill said position.

(3) In the event no faculty member is subject to displacement within the notified member's department or program, the notified member may then displace the least senior bargaining unit member whose position he is qualified to fill in another department or program where the displaced individual has less seniority.

(4) The faculty member who has displaced someone pursuant to (2) or (3) above will be on a trial basis in the position for one (1) year, subject to the evaluation provisions of Article X.

(h) When it is determined by the President or his designee in consultation with a department chairman and/or coordinator that enrollments in a given discipline or program are such as to suggest a reduction in staff be recommended, the Administration may offer an affected faculty member, and shall offer to an affected faculty member with ten (10) years teaching experience, the following alternative to staff reduction:

(1) Within thirty (30) days of notification that the unit member would potentially be affected by a staff reduction, he may agree to retrain. The statement of intent to retrain will be accompanied by a plan of study subject to approval by the appropriate Dean in consultation with the department chairman or coordinator for the area in which the faculty member is retraining.

(2) The period of time granted to retrain will not exceed two (2) semesters. An extension may be granted upon written application to the appropriate Dean.

(3) The Board agrees to pay the faculty member one-half (1/2) of his contractual salary while he is retraining and maintain the insurance and retirement benefits. The Board agrees to accept retrained members of the Association to fill positions for which they have been qualified.

(4) Such reemployment shall not result in the loss of institutional seniority except where retraining is for an administrative or support staff position as covered elsewhere in this Agreement.

(i) (1) Recall of bargaining unit members shall be in order of seniority among those laid-off members provided that the recalled member is qualified to fill the available position.

(2) No new employee will be hired to fill bargaining unit positions for which any laid-off bargaining unit member is qualified and available.

(3) Should the reinstatement occur in the same year as the reduction, the reinstatement will be at the same step on the salary schedule.

(4) Such recall rights shall exist for no longer than two (2) years, except that such right may be extended for two (2) additional years upon written notification to the college from the faculty member of his intent to be available for recall, such notice to be on file no later than May 1 of each year.

(j) Where, in the judgment of the Administration, and agreed to in writing by the Department Chairperson or Program Coordinator, quality instruction and programming will be advanced by a staff reduction without regard to seniority, such reduction may occur under the following procedure:

(1) Advance notice will be given to the Association President of the persons affected and the reasons therefor.

(2) Upon request, a conference shall be held in an effort to resolve any dispute that may be involved.

(k) On or before October 1 of each year, the Board will provide the Faculty Association an updated seniority list including each member's total full-time employment together with

a list of all laid-off bargaining unit members according to seniority. Any corrections to the list must be made within thirty (30) days after receipt and the resulting list shall be the agreed-upon list.

Section 4.8 A copy of each contract, probationary, continuing, and one year shall be found in Appendix C of this Agreement.

## ARTICLE V

### TEACHING LOADS AND ASSIGNMENTS

Section 5.1 All faculty at Muskegon Community College are expected to be professionally responsible to the institution for a full college day and week as set forth in Article XX of this Agreement. In setting forth teaching loads, it is assumed that each faculty member will be responsible to the College professionally for a minimum forty (40) hour work week.

Section 5.2 Such forty (40) hours' obligation is meant to be an average, since it is recognized that responsibilities and assignments vary from week to week within a semester.

Section 5.3 These forty (40) hours are meant to include such professional duties, whether on or off campus, as preparing for classes; examining and evaluating books and materials; professional reading and formal or informal research; attending council or other professional meetings; checking papers and evaluating student progress; holding scheduled or unscheduled offices and conference hours; meeting classes; and engaging in



other activities related to the unique position of faculty member in an institution of higher learning.

Section 5.4 Each faculty member will be responsible for an annual load in accordance with the provisions outlined below:

(a) The annual load for those faculty who teach primarily three (3) contact hour courses shall be thirty-three (33) contact hours.

(b) The annual load for those faculty who teach primarily four (4) contact hour courses shall be thirty-six (36) contact hours.

(c) The annual load for those who teach twenty (20) contact hours during each sixteen (16) week semester shall be forty-five (45) contact hours.

(d) For those faculty members whose load is a combination of three (3) and four (4) contact hour classes (where credit hours equals contact hours), the minimum annual load shall be nine (9) sections and thirty-three (33) contact hours.

(e) The annual load for those in PA lab shall be the sum of twenty (20) hours per week plus ten (10) office hours which may be scheduled with students during each sixteen (16) week semester and ten (10) hours per week plus three (3) office hours per week which may be scheduled with students during an eight (8) week session.

(f) The annual load for those who teach in AVT lab shall be the sum of twenty (20) hours per week plus ten (10)

scheduled office hours and ten (10) hours per week plus three (3) office hours per week, during an eight (8) week session.

(g) The annual load for counselors, librarians and hourly assignments shall be one hundred seventy-six (176) 7.5-hour days.

(h) The annual load for those who teach college singers, collegiate, concert band or stage band shall be forty-one (41) contact hours plus thirty (30) performances.

(i) The annual load for co-op coordinators shall be two hundred twenty-five (225) students.

(j) The annual load for those nursing instructors assigned clinical supervisory responsibilities and classroom teaching shall be the sum of twenty-five (25) hours per week for each sixteen (16) week semester plus twelve (12) hours per week during an eight (8) week session (an eight (8) week session may occur during the Fall and Winter semester). Office hours for a full semester teaching assignment will be five (5) hours per week and two (2) hours per week during the other semester.

(k) For those faculty whose load is a combination of the above categories, the annual load shall be the equivalent of their load during the two (2), sixteen (16) week sessions plus the eight-week session.

(l) The annual load may be fulfilled by accepting a load designated by the Administration consisting of the loads described in Sections 5.5 and 5.6 of this Article plus an additional course during the fall and/or winter semesters. Such

assignments will not be made where a faculty member has a night class as a part of regular load.

(m) No overload will be paid until the annual load has been fulfilled.

(n) If a faculty member turns down an extra class during the Fall or Winter semester, and then cannot be assigned or provided a class during the Spring or Summer session, the faculty member may, at his option, elect either a project or a one-tenth (1/10) reduction in salary for the year. If the faculty member elects a project, then in the following Fall or Winter semester, that faculty member may be assigned an extra class, sufficient to meet annual load, if the Administration deems it likely that such assignment is required to fill the faculty member's annual load.

(o) If the annual teaching load is not fulfilled, the faculty member affected will be assigned professional duties or classes to bring the work load to conformity with Article V, Section 5.1, and, if possible, in compliance with Article XX except as provided in paragraph (n) above.

(p) (1) A faculty member may request up to fifty percent (50%) reduction in annual load and receive a pro rata share of salary and fringe benefits with the approval of the appropriate Dean. Such reduced load requests must be submitted in writing prior to the preparation of the schedule for the term in which the reduced load is requested.

(2) At the option of the faculty members, the annual load may be fulfilled by teaching only the Fall and Winter semesters with a pro rata reduction in salary.

Section 5.5 (a) During each sixteen (16) week semester there will be a minimum assignment of fifteen (15) contact hours to twenty (20) contact hours or a minimum of thirty-seven and one-half (37.5) hours per week of professional assignments in the areas of counselors, librarians and for other nonclassroom assignments. For those assigned as counselors, librarians and media service staff and other nonclassroom assignments who teach contact hour courses, one (1) office hour for preparation for every three (3) contact hours will be given. Counselors, librarians and media services staff may be reassigned days from the sixteen (16) week semesters to provide coverage during the eight (8) week sessions, with approval of faculty member(s) involved.

(b) In the area of cast metals, drafting technology, machine shop, welding, auto mechanics, graphic reproduction and electronics, each faculty member teaching twelve (12) or more contact hours in the Fall or Winter semester in laboratory courses shall be assigned two (2) contact hours for that semester for laboratory maintenance, organization and instructional material preparation.

(c) In the areas of physics, chemistry, physical science and life science, each faculty member teaching twelve (12) or more contact hours in the Fall or Winter semester in

laboratory courses shall be assigned two (2) or three (3) contact hours for the semester for laboratory maintenance. (Three (3) hours will be used only in the event that the total teaching load equals seventeen (17) contact hours in the Fall or Winter semester.)

(d) Music. For performance by College Singers, Collegiates, Concert Band, Stage Band:

The minimum Fall or Winter load for faculty teaching the above-mentioned groups is eighteen (18) contact hours. Faculty members are expected to provide not less than an average of one (1) performance per week as a part of this load. At the option of the faculty member the minimum Fall or Winter load shall be seventeen (17) contact hours with an average of 1.5 performances per week.

(e) Co-Op Coordinators. The Co-op coordinator's work load shall be one hundred (100) students during a semester and twenty-five (25) students during an eight (8) week session. Those Co-op coordinators having less than one hundred (100) or twenty-five (25) students will be assigned classroom responsibilities as a portion of their coordinating load by the Dean for Instruction or designee.

(f) (1) Personalized Achievement Lab faculty members shall schedule twenty (20) contact hours with students plus ten (10) office hours which may be scheduled with students as approved by the appropriate Dean or his designee. A faculty member who is assigned for a portion of load to PA Lab shall be

considered to be carrying three (3) contact hours for every six (6) hours of PA Lab service scheduled per week.

(2) A faculty member who accepts an assignment to PA Lab for a portion of load will have proportionately reduced office hours for that individual's non-PA Lab assignment.

(g) (1) AVT Lab faculty shall be scheduled for twenty (20) contact hours with students and a minimum of ten (10) conference hours per week up to five (5) of which will be in the AVT Lab when student enrollment requires it. A faculty member who is assigned for a portion of load to AVT Lab shall be considered to be carrying three (3) contact hours for every six (6) hours of AVT Lab service scheduled per week.

(2) A faculty member who accepts an assignment to AVT Lab for a portion of load will have proportionately reduced office hours for that individual's non-AVT Lab assignment.

(h) (1) For nursing faculty, the Spring and Summer sessions together will be considered a semester equal to the Fall or Winter semester.

(2) Nursing faculty may be assigned to any of the three (3) shift times available at the participating hospitals upon advance notice to the faculty member giving consideration to individual requests, in accordance with the current practice.

(3) Each nursing faculty member shall be assigned four (4) contact hours of reassigned time for each week, or portion thereof, for clinical preparation, laboratory maintenance, and/or maintaining required anecdotal.

Section 5.6 Eight-Week Sessions. Provisions will be made for all faculty to have professional responsibilities during one of the eight-week sessions except as provided in Section 5.4(m) above. All reasonable provisions will be made for not less than one-half of all faculty to have a full load of classroom teaching as these professional responsibilities.

Section 5.7 General Provisions.

(a) A faculty member may be assigned one (1) night class and/or hourly assignment; e.g., Librarians, Counselors, etc., as a part of regular load. This course assignment may be on two (2) nights. The time span from the beginning of the earliest class taught to the end of the last class taught on one (1) day of the course assignment shall not exceed eleven (11) hours without the consent of the instructor. The other days beginning time of classes taught as part of a faculty member's regular teaching assignment shall not be more than seven (7) hours apart and the span of class time shall not exceed eight (8) consecutive hours except with the consent of the faculty member.

(b) (1) Saturday classes will not normally be assigned and may not be assigned without the consent of the Department Chairman/Coordinator.

(2) MCF classes will not be assigned without the consent of the faculty member involved.

(c) Innovation. When a division, or the College, wishes to introduce exploratory or interdisciplinary programs or courses, any changes will be made by cooperative effort of the administration and faculty members involved.

(d) Student Load. Student load shall be determined by the appropriate Dean in consultation with the department chairperson/coordinator and faculty affected.

(e) Course Preparation. The number of course preparations will be kept to a minimum, especially for new faculty members, faculty members introducing new courses, and faculty members teaching courses they have not taught before. Any course listed in the College catalog, with a course number, is considered a preparation.

(f) For special extended assignments in addition to regular teaching load, the faculty member involved shall have a reduction in teaching load commensurate with the time involved and/or suitable monetary consideration.

(g) Class schedules are prepared by the Dean of Instruction or designee in consultation with the department chairperson or coordinator. The faculty member may participate in the consultation upon the request of the Dean, the faculty member or Department Chairperson/Program Coordinator. In all cases the educational needs of the student will take precedence over other factors in scheduling. Once a schedule is completed,



a faculty member will be assigned the classes which that individual is qualified to teach.

(h) Independent study courses will usually be taught by a qualified faculty member. They may be taught by a qualified administrator only if no qualified faculty member is available and the subject matter falls within the competence of a qualified administrator.

(i) Compensation for individual study courses (299's) will be based upon one (1) contact hour of overload for the faculty member for every ten (10) student credit hours of 299.

#### ARTICLE VI

##### VACANCIES, PROMOTIONS AND CHANGES OF ASSIGNMENT

Section 6.1 A request by a faculty member for change in assignment shall be made in writing and a copy filed with the President or designee. This request shall set forth the reasons for change of position sought and the applicant's academic qualification. Such request shall be valid only for a maximum of one (1) calendar year and shall be considered void as of April 15 if filed in the preceding twelve (12) months.

Section 6.2 Notice of any professional faculty position vacancy, either newly created or in existence, shall be provided to all members of the faculty. This notice shall not apply to interim or temporary appointments lasting less than six (6) months. This notice should include the job title, a description of duties and responsibilities and the salary range.

Section 6.3 An involuntary change of assignment within the teaching load and assignment as defined in Article V will be made only in case of emergency, when necessary to balance the instructional load, or to prevent undue disruption of the instructional program. An instructor will only be assigned to a class for which he is qualified. The President or his designee shall notify the affected faculty member of the reasons for such change. If the faculty member objects to such change for the reasons given, the dispute may be resolved through the professional grievance procedure, but until the grievance is settled, the faculty member shall accept the assignment.

Section 6.4 Any faculty member who is on continuing contract and who later accepts an administrative or supervisory position and shall later return or be returned to a faculty status shall be entitled to regain such faculty rights and privileges that he had at the time he left the faculty status and shall be reinstated on the salary schedule and credited with years of service that he had at the time of leaving faculty status. An administrator can return to faculty status only when a position for which he is qualified is posted.

Section 6.5 In the event a faculty member or members shall be transferred from one department, program, discipline, activity or service to another department, program, discipline, activity, or service, their seniority shall date from the time that they were hired on a full-time basis as a faculty member by this College.

Section 6.6 All faculty members who may be interested in the vacant position must so indicate in writing to the Administration within thirty (30) days of receipt of the notice in Section 6.2 above.

Section 6.7 Appointment to the vacant position shall be as follows:

(a) Through the recall of a laid-off faculty member qualified to fill the position and if no laid off faculty member is qualified;

(b) To the most qualified applicant as determined by the Administration and in the event two or more applicants are of equal qualifications, the applicant with the greatest seniority shall be awarded the position; or

(c) If there are no such applicants, then the position may be filled from any source.

## ARTICLE VII

### SELECTION AND APPOINTMENT OF FACULTY MEMBERS

Section 7.1 Selection of a new faculty member in an academic field shall be based, where possible, on the minimum of a Master's Degree with specialization in the major portion of the area of his assignment. If a person with only a Bachelor's Degree is hired, he shall earn a Master's Degree within three (3) years or his contract shall not be renewed.

Section 7.2 Selection of a faculty member in an allied health field shall be based on appropriate certification, i.e., LPN, RN, CDA, and adequate work experience in the area of assignment.

Section 7.3 In all other areas, the selection of a new faculty member shall be based on the minimum of a Bachelor's Degree with specialization in the area of his assignment, except that when a person with a Bachelor's Degree is not available, a person without a degree may be hired for up to three (3) years with the understanding that he shall show progress toward an Associate Degree by earning a minimum of six (6) credit hours for each year he is employed until he receives an Associate Degree. In the case of a new faculty member with a Bachelor's Degree, adequate work experience in the area of his assignment may be accepted in lieu of specialization in this area, as determined by the President or his designee, in consultation with the Department Chairperson.

Section 7.4 Following the Administration's initial selection of candidates for a teaching position, the Department Chairperson and some faculty members in the same field, if readily available, shall be consulted regarding final selection of new instructional personnel.

Section 7.5 An administrator who teaches a class will be subject to the provisions of this Article.

Section 7.6 The degrees referred to above shall mean those awarded by institutions of higher education accredited by the

North Central Association of Colleges and Schools or its regional or foreign counterpart.

## ARTICLE VIII

### LEAVES

#### Section 8.1 Illness or Disability.

(a) (1) Each faculty member is entitled to eleven (11) days of sick leave for the annual load. Faculty members working less than an annual load shall be credited with sick leave at the rate of one (1) day for each twenty (20) full-time workdays rounded off to the nearest half day. The unused portion of sick leave allowance shall be accumulated from year to year to a maximum total of two hundred seven (207) school days which includes the eleven (11) days set forth above. Illness during the eight (8) week session will be charged at the rate of one-half (1/2) day for each day's absence except where assignments are compacted into a shorter time period, in which case two (2) half-days will be charged.

(2) A faculty member who is absent because of illness or disability at the beginning of the school year shall, upon his return, be credited with sick leave prorated at one (1) day per each twenty (20) full-time workdays rounded off to the nearest half day for the remainder of the school year.

(3) If it is necessary for a faculty member to care for sick or injured members of the faculty member's

immediate family as defined in Article VIII, Section 8.2, the time shall be deducted from accumulated sick leave.

(4) Upon retirement, death or loss of seniority pursuant to Article IV, Section 4.6(e)(4), a faculty member will receive an amount equal to one-half of unused accumulated sick leave pay not to exceed one hundred ninety-six (196) days at per diem rates based on two hundred ten (210) contractual days.

(5) The Board will provide, at no cost to the faculty member, a sickness and disability policy with the following provisions:

(A) The sickness and disability coverage pays to the eligible employee, after ninety (90) calendar days of sickness or disability, sixty percent (60%) of the contractual salary, less any Social Security or Worker's Compensation payments and Michigan Public School Employees Retirement Pay. Such disability is covered as follows:

If the disability occurs prior to age sixty (60) then coverage shall continue until age sixty-five (65), if it occurs after age sixty (60), then coverage shall continue for a period of five (5) years or until age seventy (70), whichever comes first.

(B) For persons who have accumulated sick leave benefits beyond the ninety (90) calendar days period, the Board will pay forty percent (40%) of contractual salary or enough to bring salary to one hundred percent (100%) including Social Security, Worker's Compensation and Michigan Public School

Employees Retirement until expiration of accumulated sick leave days on a pro rata basis.

After the exhaustion of such excess sick leave days, the sickness and disability payments will continue in accordance with the terms of the Policy.

(C) The obligation of the Board under this section shall be fully satisfied by the payment of applicable premiums for the insurance coverage specified and under no circumstances shall this contract be construed to impose upon the Board or Muskegon Community College the responsibilities of the insurer.

(b) A faculty member who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability not to exceed one (1) year beyond accumulated sick leave, except that faculty members with service to the College of twelve (12) years or more shall be granted a leave of absence not to exceed two (2) years beyond accumulated sick leave. This section shall include faculty members under probationary contract at the discretion of the Board.

(c) Absence due to injury incurred in the course of the faculty member's employment shall not be charged against the faculty member's sick leave for the first ninety (90) calendar days. The College shall pay to such faculty member the difference between his salary and the benefits received under the

Michigan Workers' Compensation Act for the ninety (90) calendar days. At the option of the employee, he may use his sick leave after the first ninety (90) calendar days to receive from the College the difference between his salary and the benefits received from the Michigan Workmen's Compensation Act, Social Security, Teachers' Retirement and Sickness and Disability Insurance as provided in Section 8.1(a)(5) above.

(d) Any disability should be reported immediately to the Personnel Office. Disabilities involving bodily injuries incurred in the execution of official duties may be covered by Workmen's Compensation Insurance and must be reported within the time limit provided by law.

(e) Accrued days of sick leave shall apply to employees of the Muskegon Public Schools who joined the College staff prior to July 1, 1963.

(f) Sick leave time shall not be deducted for vacation days or holidays.

(g) Any faculty member who is absent on sick leave more than ten (10) calendar days may be required by the Board to submit a physician's certificate or be examined by a physician of the Board's choice at the Board's expense.

#### Section 8.2 Bereavement.

(a) Leave not to exceed three (3) days will be allowed for each death in the immediate family. Immediate family is understood to mean father, mother, parents-in-law, siblings, siblings-in-law, wife, husband or children. A two (2) day



extension will be granted, and a further extension may be granted by the immediate supervisor, upon request if attendance at the funeral requires the employee undertake a lengthy travel involvement.

(b) Up to one (1) day of bereavement leave will be granted in the case of death of relatives once removed (grandparents, grandchildren, aunts, uncles, cousins, nieces, nephews). For the death of any more distant relative, or unusually close friend where the faculty member's (presence is deemed necessary, the faculty member will be granted up to one (1) day of bereavement leave if classes will be covered or made up with no substantial disadvantage to the class or classes.

(c) Absence for bereavement shall be counted against sick leave, except in Section 8.2(a), herein above.

(d) Absence for bereavement beyond the allowance specified in paragraph (a) shall be considered as personal leave.

(e) Bereavement leave shall not be deducted for vacation days or holidays.

Section 8.3 Personal Leave. Faculty members shall be granted two (2) days of personal leave per regular school year to attend to matters which cannot be cared for in free time and which would result in legal, business, and/or family disadvantage if not covered at the appropriate time. Notification of said leave shall be given the Department Chairman, Coordinator and/or appropriate dean and provision made for handling required responsibilities. This leave shall be at regular pay but shall

not be cumulative. It is understood that such days shall not be used for personal reasons, such as hunting, fishing, shopping or similar activities unrelated to business matters.

Section 8.4 Legal Leave. The faculty member shall be excused from work for jury service or if he is subpoenaed as a witness by any body empowered by law to compel attendance by subpoena. Such faculty member shall be paid the difference between his regular pay and the fee he receives for acting as juror or witness. Such leave shall not be deducted from sick leave.

Section 8.5 Unpaid Leaves of Absence.

(a) A leave of absence of up to one (1) year may be granted to any faculty member upon application for the purpose of advanced study. The Board may extend such leave beyond the one-year limit if it so desires. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he would have been had he taught in the College during such period.

(b) A leave of absence of up to one (1) year may be granted to any faculty member upon application for the purpose of participating in exchange teaching programs in other states, territories or countries, or a cultural program related to his professional responsibilities, provided said faculty member states his intention to return to this College. Upon return from such leave, a faculty member shall be placed at the same position

on the salary schedule that he would have been had he taught in the College during such period.

(c) A military leave of absence shall be granted to any faculty member who shall be inducted or who shall enlist for one enlistment period for military duty in any branch of the Armed Forces of the United States. Upon return from such leave, in accordance with the requirements of such applicable law for the retention of reemployment rights, a faculty member shall be placed at the same position on the salary schedule that he would have been had he taught in the College during such period.

(d) A leave of absence of up to one (1) year shall be granted to any faculty member upon application for the purpose of serving as an officer of any professional association or on its staff. Upon return from such leave, such faculty member shall be placed at the same position on the salary schedule that he would have been had he taught in the College during such period.

(e) A faculty member who is elected or appointed to a political office which requires his absence from duty with the College for an extended period of time shall be granted a political leave. Should he be reelected or reappointed to the same political office for an ensuing term, or elected or appointed to a different political office, his leave of absence shall be terminated. Upon his return he shall be placed at the same position on the salary schedule that he would have been had he taught in the College during such period if the political office that he held directly relates to his teaching assignment.

A leave of absence for one semester shall be granted to any faculty member upon application for the purpose of running for public office.

(f) A leave of absence of up to one (1) year may be granted, upon application, to any faculty member in the technology programs for the purpose of working in industry as a means of upgrading his expertise and skills in the latest industrial techniques. This work experience must be closely related to his teaching assignments. Upon return from such leave, the faculty member shall be placed at the same position on the salary schedule that he would have been had he taught in the College during such period.

(g) Pregnancy Leave.

(1) A faculty member desiring a leave before or after a period of pregnancy related disability shall, upon request, be granted a leave of absence of up to six (6) months, provided the pregnancy has been certified.

(2) The illness and disability pay provision of this Article shall apply for the period of disability.

(3) The provisions of this Article relating to return from leave for illness or disability shall also apply to the pregnancy leave.

(4) To the extent practicable, a pregnant faculty member will notify the Administration of her anticipated leave and return dates.

(h) After one (1) year of employment, an unpaid leave for the purpose of caring for a newly adopted child shall be granted to faculty members upon application by the faculty member and verification by the agency placing the child for adoption. Such leave shall be for no longer than two (2) consecutive semesters.

(i) A faculty member on unpaid leave or sabbatical leave shall retain all accrued sick leave, but shall not accrue additional days while on unpaid or sabbatical leave.

(j) A faculty member on unpaid leave shall retain all credit toward sabbatical leave, but shall not accrue additional credits while on leave.

(k) The Board shall have the right to grant or extend unpaid leaves of absence under conditions not provided for in Section 8.5.

(l) A faculty member on unpaid leave of absence for a school year must notify the President or his designee by April 15 that he does or does not expect to return the following year. He has the right to request extensions.

Section 8.6 Sabbatical Leave. The Board, upon recommendation of the Faculty Committee and the President or his designee, will consider applications for sabbatical leaves for full-time faculty members. The Board may grant such leaves in accordance with the following specific provisions:

(a) Faculty members shall be eligible for a one (1) semester or two (2) semester sabbatical leave after every five

(5) years of continuous service to the College. Faculty members shall be eligible for a mini-sabbatical or instant sabbatical leave, triennially, not exceeding three (3) weeks in length after three (3) years of continuous service at the College.

(b) The salary for the sabbatical leave will be one-half the salary for two (2) semesters or full salary for a one (1) semester or mini-sabbatical or instant sabbatical. Salary for sabbatical leave is based upon a maximum of a full load assignment and shall not include any compensation based on a class considered for overload.

(c) Conditions.

(1) Up to and including two (2) full-time sabbatical leave equivalents, or four (4) one semester, or one (1) full-time and two (2) one-semester sabbatical leave equivalents may be granted each school year including summer. A full-time equivalent is understood to mean two (2) consecutive semesters. Any combination of mini-sabbaticals and/or instant sabbatical up to and including fifteen (15) weeks will be the equivalents of a one (1) semester sabbatical.

(2) No more than one (1) full-time sabbatical equivalent shall be granted within a department per school year.

(3) Sabbatical leaves shall be limited to purposes that clearly promise reciprocal advantage to the College, and shall be awarded according to the following criteria, though not necessarily in this order:

(A) The worth or contribution of the project or activity to the entire College, faculty, student body and/or specific department of the recipient, including a consideration of seniority and the quality of past service to the College;

(B) The worth or contribution of the project to the personal competence of the individual recipient in terms of study, research, writing or cognate pursuits of a scholarly nature;

(C) The merit of the project itself in terms of scholarly rigor, adequate design and planning, feasibility and potential academic productivity.

(4) If a faculty member receives a scholarship, fellowship or research grant for the sabbatical leave period, the combined personal income from this source and sabbatical leave pay shall not exceed 150 percent of the faculty member's contractual salary for the period of the sabbatical leave. Any excess may be deducted from the faculty member's sabbatical leave pay.

(5) A faculty member who receives a sabbatical leave shall return to the College immediately upon completion of the sabbatical for a period of two (2) years or refund on a prorated basis the salary received during the leave period. Promissory notes will be signed and returned to the signer on a prorated basis.

(6) A presentation of application shall be made to the Board no less than sixty (60) calendar days preceding the

expected commencement time of the leave or at least fifteen (15) calendar days prior to a regularly scheduled Board meeting for an instant sabbatical defined as from one to three weeks in length.

(7) Any significant change in the faculty member's sabbatical program shall be reported in writing, by the recipient, to the Faculty Committee and the appropriate Dean immediately.

(d) Formal Review of Sabbatical Appointments.

(1) The faculty committee in consultation with the appropriate Dean may review progress in all sabbatical projects not later than one-half way through the period of the sabbatical. The faculty committee in consultation with the Dean for Instructional Affairs may require a sabbatical recipient to reappear before it if the Faculty Committee has convincing information the recipient is not meeting, or will not be meeting, the conditions of his appointment.

(2) If the Faculty Committee, in consultation with the President or his designee, after meeting with the recipient, determines he is not, or will not, be meeting the conditions of his appointment, they will recommend in writing to the Board of Trustees that the appointment be immediately rescinded.

Section 8.7 Professional Leave.

(a) Absence from campus as a representative of the College shall be regarded as an extension of duty when arranged in advance.



(b) Upon recommendation of the Department Chairman and approval by the Administration, a faculty member shall be released from regular duties without loss of salary for the purpose of participating in area, regional or national meetings.

(c) The Board shall make provision in the budget for the purpose of promoting attendance of administratively-approved conferences of a professional nature. The funds used for conference fees, lodging, food and travel expenses shall be provided, but not necessarily coverage in full. The faculty member shall be reimbursed for that portion of his expenses within thirty (30) days.

#### ARTICLE IX

##### RETIREMENT

Section 9.1 All contracts with professional employees under continuing contract shall be terminated at the end of the Master Agreement Contractual Year in which the employee becomes seventy (70) years of age. This shall not preclude the employment of persons seventy (70) years of age or over on a part-time or supplementary basis; all faculty members employed on such basis shall be paid at the same step on the salary schedule that they would have been had they not retired, or the appropriate prorated portion thereof.

Section 9.2 A faculty member employed after seventy (70) years of age shall be entitled to the yearly allotment of sick leave, or appropriate prorated portion thereof, and all sick

leave accumulated up to the time of retirement, providing he has taught at the College for a period of time not less than five (5) years.

Section 9.3 Retiring professional staff members who have served ten (10) or more years in the College may be considered for emeritus appointment upon recommendation of the faculty and Administration. Such appointments carry entitlement to all appropriate courtesies available to the active staff, but no remuneration.

Section 9.4 Retirement Pay. Effective with the first pay period commencing August 23, 1974, the Board will pay to the proper agency the amount of the retirement pay previously paid for by the faculty member.

#### ARTICLE X

##### EVALUATION OF FACULTY MEMBERS

Section 10.1 Probationary faculty members shall be evaluated at least once each semester during their first year of employment and at least once a year during the second and third years. Evaluation of the work performance of a probationary faculty member shall be put in writing by the faculty member's Department Chairperson/Coordinator and appropriate Dean, and/or their designee(s). Copies of each of these evaluations shall be provided to the faculty member and discussed with him/her by the evaluators at an evaluation conference.

Section 10.2 Continuing contract faculty member will be evaluated at least once every three (3) years. The Department Chairperson/Coordinator will identify those faculty members to be evaluated each year before October 15 and will conduct the evaluation and evaluation conference. The appropriate Dean may be involved in the evaluation process at his request or at the request of either the faculty member or the Department Chairperson/Coordinator. The Department Chairperson/Coordinator, faculty member, or appropriate Dean may request an additional evaluation in the same and/or any other year.

Section 10.3 Any faculty member being evaluated shall have the right to submit summaries of student evaluations and/or a self-evaluation three (3) days prior to the time of the evaluation conference as additional information with the final report.

Section 10.4 Any faculty member being evaluated shall have the right to select, where possible, one faculty member from the same or allied discipline to participate in the evaluation process. The Department Chairperson/Coordinator, where possible, may also add one faculty member from the same or allied discipline to the evaluation team.

Section 10.5 Classroom observation, review of course materials, interviews and/or any other appropriate evaluation procedure to assess the teaching effectiveness of the faculty member being evaluated may be used. The procedure used shall be determined by the evaluation team in consultation with the faculty member being evaluated.

Section 10.6 If a classroom visit is made, the faculty member will be notified no less than three (3) teaching days in advance of the classroom visitation. The evaluation conference shall be held within ten (10) days of the classroom visitation.

Section 10.7 All monitoring or observation of the work performances of a faculty member shall be conducted openly and with full knowledge of said faculty member.

Section 10.8 A copy of the preliminary written evaluation shall be submitted to the faculty member at the evaluation conference. A copy of the final written evaluation shall be submitted to the faculty member within ten (10) working days after the evaluation conference and the faculty member shall have the opportunity to review the evaluation report within fifteen (15) working days. All copies of the evaluation shall be signed by the faculty member, Department Chairperson/Coordinator and appropriate Dean or their designee(s) when involved. Additional team members will also sign and may add comments. If the faculty member has any objections or comments to the evaluation, he may schedule an additional evaluation conference and/or submit an addendum which shall be attached thereto within those fifteen (15) working days. If reference is made to major deficiencies within the evaluation, the evaluation team shall submit a suggested program of improvement in writing with the evaluation. Where such a program of improvement includes course work and this program is approved by the evaluation team, transcripts will be requested from the institution offering these courses

forwarded to the appropriate dean with a copy placed in the faculty member's personnel file. Failure to again note a specific deficiency in the faculty member's subsequent evaluation will be considered as evidence that sufficient improvement has taken place with regard to said deficiency.

Section 10.9 When the President or his representative arranges an interview with a faculty member for the purpose of discharge, suspension, disciplinary action or discussion of a complaint, both the President and the faculty member shall have the right to request a representative of the Association or another party to be present. The faculty member shall have the right to have a written rebuttal placed in his record. He shall be given a written statement of the reasons for any proposed action.

Section 10.10 No faculty member shall be disciplined or reprimanded or deprived of any professional advantage without just cause. Any such unjustified discipline or reprimand including adverse evaluation of teaching performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance procedure as provided in this contract.

Section 10.11 Attendance at athletic contests, plays, dances and other activities outside the regular school hours shall not be considered as a part of the teaching evaluation.

Section 10.12 Any complaints regarding a faculty member made to the administration by any parent, student or other person

which are considered in evaluating said faculty member's performance shall be promptly called to his attention.

Section 10.13 Upon written request, a faculty member shall have the right during normal business hours to review his personnel file excluding confidential employment credentials, in accordance with the provisions of P.A. 397 of 1978, as amended.

Section 10.14 No visitations or evaluation conferences will occur during the first two (2) weeks of classes or the last two (2) weeks of classes during any semester, unless requested by the person being evaluated.

#### ARTICLE XI

##### DIFFERENCES AND GRIEVANCE PROCEDURES

###### Section 11.1 Informal Procedure.

(a) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as possible.

(b) Nothing herein contained shall be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with any appropriate member of the administration.

###### Section 11.2 Definition of a Grievance and Representation.

(a) A grievance is a signed claim, written on the Professional Grievance Report (Appendix A) filed at Level One by a faculty member or group of faculty members based upon an event

which affects a condition of employment, discipline and/or an alleged violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board of Trustees or any other provision of law except where the law specifically establishes the procedure for redress.

(b) Any employee may take up his complaint with his immediate administrative supervisor but any adjustment of the complaint shall not be inconsistent with the terms of this Agreement and the Association representative shall be afforded an opportunity to be present at the time of such adjustment.

Section 11.3 Grievance Procedure.

(a) Informal Discussion. A faculty member with a grievable complaint shall first discuss it with his immediate administrative supervisor either directly or through the Association's representative with the objective of resolving the matter informally.

(b) Level One. If the complaint is not resolved informally it may be placed in writing on the form shown in Appendix A of this Agreement, signed by the grievant or grievants, and submitted to the immediate administrative supervisor within twenty (20) teaching days after the grievant knew or should have known of the act or condition on which the grievance is based. The administrative supervisor shall then hold a discussion with the grievant and his representative if requested

and render his recommendation in writing within ten (10) teaching days of his receipt of the grievance.

(c) Level Two. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may submit the grievance in writing within five (5) teaching days after receiving the written answer in Level One with the appropriate Dean or designee. Upon receipt of such grievance a meeting shall be held between such administrator, the grievant, and his representative within ten (10) teaching days of receipt of the grievance. A written answer shall be given by the administrator within three (3) teaching days following the meeting. Level Two step shall not apply where the appropriate Dean is the same person as the immediate supervisor referred to in Level One.

(d) Level Three. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he may submit the grievance in writing within ten (10) teaching days after receiving the written answer in Level Two to the President or his designee. Upon receipt of such grievance a meeting shall be held between the President or his designee, the grievant and his representative within ten (10) teaching days of receipt of the grievance. A written answer shall be given by the President or his designee within ten (10) teaching days following the meeting.

(e) Level Four. If the aggrieved person or the Grievance Chairman is not satisfied with the disposition of his



grievance at Level Three he may submit it, in writing, to the Secretary of the Board of Trustees within twenty (20) teaching days after receipt of the answer in Level Three. The Board, or the Personnel Committee of the Board, shall, within thirty (30) calendar days of the date of filing, hold a hearing on the grievance. The Board shall indicate its disposition of the grievance in writing to the grievant and the Association's Grievance Committee no later than fifteen (15) calendar days after the next regularly scheduled Board of Trustees meeting.

(f) Time Limits.

(1) If a faculty member does not file a grievance in writing at Level One within twenty (20) teaching days after the grievant knew or should have known of the act or condition on which the grievance is based, then the grievance shall be deemed as waived.

(2) Any grievance not timely processed to the next step shall be deemed as withdrawn and any grievance not timely answered by the administration shall be automatically appealed to the next step.

(3) Teaching days shall mean any day, Monday through Friday, except contractual holidays.

Section 11.4 Arbitration. In the event the answer by the Board is not satisfactory to the Association then within fifteen (15) calendar days following the date of receipt of the Board's answer, the Association only, and not an individual faculty member, may file a demand for arbitration of the dispute to the

Federal Mediation and Conciliation Service with a copy of the demand delivered to the office of the President, all pursuant to the following rules and conditions:

(a) The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement and he shall have no authority to hear or rule upon any of the following:

(1) Any matter which could be brought within the jurisdiction of any governmental agency authorized by law to rule upon the subject matter in question.

(2) Any matter involving the Board's discretion in the expenditure of funds for capital outlay.

(3) The fixing or establishment of any salary schedule or any other form of compensation or remuneration.

(4) The termination of or decision not to reemploy or decision to continue on probation any probationary faculty member.

(5) Evaluation of faculty, except where the claim is failure to follow the contractual procedure.

(b) The decision of the Arbitrator shall be advisory only. In case of suspension under Article IV, Section 4.5(b)(3), the decision of the Arbitrator shall be binding.

(c) Upon receiving a list of arbitrators from the Federal Mediation and Conciliation Service, the parties shall attempt to agree upon an arbitrator. If no agreement can be

reached, he shall be selected by the parties alternately striking a name from the list.

(d) The costs and expenses of the arbitrator shall be shared equally by the parties.

(e) In the event that the Board elects not to abide by the award of the Arbitrator, then a written statement of the election, with reasons attached, shall be delivered to the Association within thirty (30) calendar days following the receipt of the award.

Section 11.5 Miscellaneous.

(a) No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation. If any faculty member for whom a grievance is filed, processed or sustained shall be found to have been unjustly discharged, he shall be reinstated to his former position with full reimbursement of all professional compensation lost.

(b) The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.

(c) All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants.

(d) It is agreed that the aggrieved party and the Grievance Committee will be furnished all documents, communi-

cations and records dealing with the grievance which are necessary for the processing of any grievance.

(e) A grievance may be withdrawn at any level without precedence. However, if in the judgment of the Grievance Committee the grievance affects the welfare of the faculty, the grievance may be continued to be processed as a grievance of the Association.

(f) It shall be the right of the Grievance Committee to determine the advisability of processing any grievance filed.

## ARTICLE XII

### NEGOTIATIONS PROCEDURES

Section 12.1 Negotiations shall not be reopened prior to May 1 of the last year covered by this contract except by mutual consent.

Section 12.2 Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Board and the Association, the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

Section 12.3 If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation

machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

Section 12.4 For the duration of the present contract and during the negotiating of a new contract, the following procedures shall be followed:

(a) Meetings shall be scheduled at times that do not conflict with the teaching schedules of the members of the Professional Negotiations Committee.

(b) The Board of Trustees shall designate permanent members of their Negotiations Committee and shall inform the Association of such. The Association shall designate permanent members of their Negotiations Committee and shall inform the Board of such.

(c) Meetings shall be held at a place mutually agreeable to both parties.

(d) Meetings shall be arranged within fifteen (15) calendar days of a request by either the Board or the Association after the May first opening of negotiations.

(e) Meetings shall be held at regular intervals not to exceed fourteen (14) calendar days unless mutually agreed upon by the Board and the Association.

#### ARTICLE XIII

#### ACADEMIC FREEDOM

Section 13.1 The faculty member shall have the freedom to report the truth as he sees it both in the classroom and in

reports of research activities. There shall be no restraints which would impair the faculty member's ability to present his subject matter in this context.

#### ARTICLE XIV

##### RIGHTS OF THE BOARD

Section 14.1 The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the College to the full extent authorized by law.

#### ARTICLE XV

##### DEDUCTIONS FOR PROFESSIONAL DUES

Section 15.1 Faculty members may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues to the Association, the Michigan Educational Association and the National Education Association. Such authorization shall continue in effect unless, subsequent to May 1 and prior to August 15 of any year, such authorization is formally revoked by the faculty member in writing and copies thereof are delivered to the Board and the Association.

Section 15.2 The deduction of membership dues shall be made from one regular paycheck each month for nine (9) months, beginning in September and ending in May of each year and the Board agrees to remit promptly to the respective Associations all

monies so deducted, accompanied by a list of faculty members from whose checks the deductions have been made.

Section 15.3 Any additional item and/or issue which would subject itself to the check-off procedure must first be submitted by the Association, accompanied by notarized endorsement of at least fifty percent (50%) of all eligible members therein, to the President for subsequent consideration of the request. Subject to the provisions of this Agreement, the Board retains the right to accept or deny check-off authorization not previously herein designated.

#### ARTICLE XVI

##### PROFESSIONAL COMPENSATION

Section 16.1 The basic salaries of faculty members covered by this Agreement are set forth in Appendix D which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement. The stated salaries represent movement to the next step each year for all faculty members except those at the top of their range. The revised schedules shall apply at the times stated on the schedule.

Section 16.2 The salary schedule is based upon the academic year as set forth in the calendars in Appendix B. For additional weeks as part of the regular contract, a faculty member shall be entitled to additional compensation prorated from the salary schedule in Appendix D.

Section 16.3 All newly employed faculty members shall be given experience credit on the salary schedule as set forth in Appendix D equivalent to the number of years of previous employment experience that are directly applicable to their Muskegon Community College assignment, as determined by the Administration. Credit for military experience will also be given, but only where that experience is directly applicable to the individual's Muskegon Community College assignment, as determined by the administration.

Section 16.4 In no instance shall experience be counted as formal education nor formal education counted as experience in placing a faculty member on the salary schedule. To qualify for a salary level as the result of formal education, a faculty member must have the specified degree or M A + 30 semester hours or MA + 60 semester hours. No new faculty member shall be placed at a point higher or lower on the salary schedule than his previous formal education and experience warrant.

Section 16.5 (a) Faculty members qualifying for a new salary level as the result of additional formal education, which is applicable to their assignment at Muskegon Community College as determined by the administration and concurrent with notification to the Association, shall be placed on the new level at the beginning of the semester which follows completion of the additional education. If receipt of proper certification credentials is delayed, pay shall be retroactive to the beginning of the semester.



(b) Whenever the term "formal education" appears in this Article, it shall mean course credits or degrees awarded by institutions of higher education accredited by the North Central Association of Colleges and Schools or its regional or foreign counterpart.

Section 16.6 The salaries of all faculty members shall be determined by the salary schedule as set forth in Appendix D. In no instances shall there be individual deviations. In the event of gross inequity in placement of a faculty member on the salary schedule, the faculty member may be advanced or held on step upon consultation and agreement between the Board and the Association.

Section 16.7 (a) The Board will provide each full-time faculty member and his immediate family with full family hospitalization on a plan similar to MESSA Super Med I Plan in existence as of July, 1981. The Board shall determine which plan shall be provided, and in no case shall the program be less than the MESSA Super Med I Plan of July, 1981.

(b) The faculty member may elect to receive or reject the insurance, but in the latter case no substitution will be made.

(c) The College will continue such insurance during paid sick leave; during compensation leave while sick leave is used (or for ninety (90) days of compensation leave), during disability leave while sick leave is used, or until expiration of school year.

(d) In the event a faculty member has exhausted paid sick leave, the hospitalization coverage shall continue through the period of disability, but not more than six (6) months beyond the last day of paid sick leave.

(e) If a faculty member is laid off, the health care plan shall continue for two (2) additional months after the month in which the layoff became effective, or until the end of the school year, whichever occurs first.

(f) In the event a faculty member is terminated or resigns during the school year, the hospitalization insurance shall be continued until the faculty member has received the pro rata portion of the twelve (12) month insurance year earned at the time of the termination or resignation.

Section 16.8 Faculty members will be provided life insurance in the amount of Thirty-five Thousand Dollars (\$35,000.00) per faculty member per year with Accidental Death and Dismemberment coverage, effective as of July 1, 1987.

Section 16.9 (a) The Board shall provide each eligible faculty member and his immediate family a dental program, which program shall have the following provisions:

(1) The Board shall provide MESSA Delta Dental Plan D/004 with 60/60/60 co-payment and \$1,000 maximum orthodontics at a fixed blended monthly premium rate not to exceed \$27.60 per faculty member, which rate will hold until December 1, 1987.

(2) Any increase in the blended premium rate of \$27.60 occurring on or after January 1, 1988, which is in excess of 110 percent of \$27.60 shall be paid for by the faculty member through a payroll deduction of such excess.

Example:

Rate	\$27.60
Increase	<u>4.00</u>
New Rate	\$31.60
110% of \$27.60	<u>30.36</u>
Excess paid by faculty	\$ 1.24

(b) The Board reserves the right to change the funding method or the carrier, provided, however, that in the event such change would result in any reduction in benefit levels, then the consent of the Association must be obtained.

Section 16.10 Overload.

(a) Procedure.

(1) Filling the annual class load of the Instructor must take precedence over the awarding of overload.

(2) Each department is responsible for deciding how overload is to be distributed.

(A) Each department must agree by a majority on a written plan for the distribution of overload within that department.

(B) Each plan must be submitted to the Dean of Faculty for approval.

(C) The plan shall address at least the following: Qualification(s), availability, seniority, posting of Instructor's name on schedules.

(D) The Dean of Faculty will use this written plan to monitor and control the distribution of overload within various departments.

(b) Upon completion of the annual load, overload will be paid for additional credit and/or contract hours or other professional assignments according to the formula outlined below:

(1) Overload pay will be based on the following:  
\$500.00 x overload contact hours.

(2) When an annual load consists of a minimum of thirty-three (33) contact hours and is the result of a three-four (3/4) contact hour mix and nine (9) classes, as described in Article V, Section 5.4(c)(2), overload shall begin as follows:

<u>If the annual load consists of 9 classes and a minimum of:</u>	<u>Then overload shall begin at:</u>
33 contact hours	34 contact hours
34 contact hours	35 contact hours
35 contact hours	36 contact hours
36 contact hours	37 contact hours

(c) For counselors, librarians and respiratory therapy, compensation will be based on the formula:

$(1/1575 \times \text{September 1, 1981 Contractual Salary})$  \* extra contractual hours  
A minimum of \$15.00 per clock hour shall apply. Overload for nursing will be paid at \$18.00 per clock hour.

(d) If a faculty member cannot meet an overload class, the faculty member will have deducted from the pay a pro rata amount.

(e) Additional remuneration for theatre production work:

(1) Directing. A director will receive the equivalent of three (3) contact hours of load for each full-length play directed.

(2) Designing/Technical Directing. A designer/technical director will receive the equivalent of three (3) contact hours of load for each full-length play designed and constructed.

(f) Annual athletic supplements for coaches covered by this Agreement shall be as negotiated between the individual and the President of the College or his designee.

Section 16.11 When a faculty member takes over a course or courses of another faculty member, when deemed necessary by the administration that these courses must be covered, the faculty member substituting shall be paid on a prorated basis according to his base salary.

Section 16.12 All faculty members shall be given the option of a twenty (20) or twenty-six (26) pay schedule annually at the time the contract is signed as set forth in Appendix E.

Section 16.13 (a) Banking. A faculty member shall be permitted to bank contact hours from one contract year to the

next, if mutually agreeable to both the faculty member and the Dean of Faculty.

(b) Banked hours from one contract year to the next shall not exceed fifty-one percent (51%) of the faculty member's annual load. Faculty that have accumulated banked hours prior to the 1988/89 academic year beyond the fifty-one percent (51%) limitation shall have those hours frozen. Subsequent banked hours beyond the limitation shall be paid in full at the overload rate applicable at the time of banking at the completion of each academic year.

(c) Faculty members who desire to use banked hours other than to fill out base load or to request payment shall notify the Dean of Faculty at least ninety (90) calendar days prior to the intended use.

#### ARTICLE XVII

##### DEPARTMENT CHAIRPERSONS

Section 17.1 A Department is defined as having more than one discipline and a program(s) of study which leads to a degree.

Section 17.2 (a) The department chairperson shall be elected for a two (2) year term of office before the end of the Winter semester by a majority vote of the members of the department. The person elected will assume responsibility at the beginning of the Spring semester. The chairperson shall be evaluated annually by the Dean of the Faculty and the department members on his performance as chairperson.

(b) Upon the death or resignation of the Department Chairperson, the Dean of Faculty may appoint a successor from the Department to serve for the balance of the term, or until a successor is elected for the balance of the term by the members of the Department.

(c) In the event that either the members of the Department or the Dean of Faculty has cause to believe that the Department Chairperson has not fulfilled his responsibilities then either may request a vote of confidence from the Department members. Removal from office may occur by a majority vote of the members.

Section 17.3 The duties of the chairperson shall be determined by the administration after meeting with the department chairpersons at least once per year. Those duties will be clearly stated to the faculty in writing.

Section 17.4 Remuneration for Department Chairpersons.

(a) Departments Which Have Ten (10) or Fewer Members.  
The department chairperson shall be given released time equivalent to three-tenths (3/10) of their normal load and shall receive a stipend of Nine Hundred Dollars (\$900) per academic semester.

(b) Departments Which Have Eleven (11) or More Members. The department chairperson shall be given released time equivalent to four-tenths (4/10) of his normal load and shall receive a stipend of One Thousand Fifty Dollars (\$1,050) per academic semester.

(c) In the areas of Industrial Manufacturing Technologies and Business Occupations, the department chairperson shall be given released time equivalent to one-half (1/2) of his normal load and shall receive a stipend of One Thousand Two Hundred Fifty Dollars (\$1,250) per academic semester.

(d) The chairperson shall have a one-half (1/2) load during one 8-week session with one-half (1/2) stipend. The one-half (1/2) stipend only will be paid during the other 8-week session.

Section 17.5 Department chairpersons will have overload privileges.

Section 17.6 A department chairperson may bank released time.

#### ARTICLE XVIII

##### PROGRAM COORDINATOR

Section 18.1 A Program is defined as having less than two (2) disciplines and/or has no program of study which leads to a degree.

Section 18.2 (a) The program coordinator shall be elected for a two (2) year term of office before the end of the Winter semester by a majority vote of the members of the program. The person elected will assume responsibility at the beginning of the Spring semester. The coordinator shall be evaluated annually by the Dean of Faculty and the program members on his performance as coordinator.

(b) Upon the death or resignation of the Program Coordinator, the appropriate Dean may appoint a successor from



the Program to serve for the balance of the term, or until a successor is elected for the balance of the term by the members of the program.

(c) In the event that either the members of the Program or the appropriate Dean has cause to believe that the Program Coordinator has not fulfilled his responsibilities then either may request a vote of confidence from the Program members. Removal from office may occur by a majority vote of the members.

Section 18.3 The duties of the coordinator shall be determined by the appropriate dean after meeting with each coordinator annually and shall be clearly stated in writing.

Section 18.4 Remuneration for Program Coordinators.

(a) The released time for coordinators shall be three-tenths (3/10) of their annual load. The coordinator shall receive a stipend of Seven Hundred Fifty Dollars (\$750) per academic semester.

(b) The coordinator will be given a stipend of Three Hundred Seventy-five Dollars (\$375) during the Spring session and, if deemed necessary by the Administration, a stipend of Three Hundred Seventy-five Dollars (\$375) during the Summer session.

Section 18.5 Coordinators shall have overload privileges. Released time may be taken as overload when approved by the appropriate dean.

Section 18.6 Coordinators may bank released time in order to maintain the program.

ARTICLE XIX

PROFESSIONAL IMPROVEMENT

Section 19.1 The parties support the principle of continuing training of faculty members, participation by faculty members in professional organizations in the areas of their specializations, leaves for work on advanced degrees or special studies and voluntary participation in community educational projects.

Section 19.2 It shall be the goal of the Administration, the Board and the Association to arrange for courses, workshops, conferences and programs designed to improve the quality of instruction and to obtain people of the highest qualifications to participate in the presentation of such programs. The Association shall aid in an effort to achieve maximum attendance and participation.

Section 19.3 Every reasonable effort shall be made to arrange the class hours of a faculty member who has requested this help in scheduling means of professional improvement (courses, seminars, research projects, and other like activities) approved by the Administration. In all such instances, the needs of Muskegon Community College take precedence.

Section 19.4 A faculty member requested by the administration to assume teaching duties other than in his current teaching area or not in his major area will be afforded the opportunity, by the College, to bring himself up to date by taking additional administratively-approved courses in that area at an accredited

institution of higher learning. The amount of reimbursement shall be mutually agreed upon by the faculty member and the administration prior to registration and contingent upon satisfactory completion of the course or courses taken.

ARTICLE XX

COLLEGE CALENDAR, COLLEGE WEEK AND COLLEGE DAY

Section 20.1 College Calendar. For the term of this Agreement, the College calendar shall be as set forth in Appendix B.

Section 20.2 College Week.

(a) A faculty member's work week shall consist of no more than five (5) consecutive days of assignments.

(b) Members of the faculty are to be on campus each week as necessary for:

(1) meeting all classes, laboratories, seminars and student conferences;

(2) posting and maintaining a minimum of ten (10) conference hours per week for regular day contract personnel;

(3) posting and maintaining a minimum of two (2) conference hours per week during evening and three (3) during Spring and Summer sessions;

(4) attending and participating in scheduled meetings of the faculty-at-large, special committees and/or divisional and departmental meetings.

(c) One hour per week between 8:00 a.m. and 5:00

p.m., shall be left open to include as many of the faculty as possible for scheduled meetings.

Section 20.3 College Day.

(a) The College day shall include such scheduled class sessions as the individual teaching load may prescribe, regularly scheduled conference hours, and such additional time as may be necessary to fulfill committee assignments and other necessary professional responsibilities.

(b) Whenever it is not possible to schedule the minimum hours of teaching load within the eight (8) consecutive hours except as noted in Article V, Section 5.7(a), the appropriate Dean, with the consent of the individual, may assign classes sufficient to provide the minimum teaching load.

(c) Each faculty member shall have the eleven, twelve or one o'clock hour free for lunch each day if he so desires.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

Section 21.1 This Agreement shall supersede all policies, rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

Section 21.2 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and substantiating except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 21.3 Copies of this Agreement shall be printed at the expense of Muskegon Community College and presented to all faculty members now employed or hereafter employed and made available for perusal by any faculty members considered for employment.

Section 21.4 Definition of Full-time. "Full-time" faculty member means any faculty member who teaches a full load the Fall and Winter semester or the equivalent over one school year or who fulfills his professional responsibility over the same period. This shall apply only for purposes of retirement credit and fringe benefits to the extent permitted by law.

Section 21.5 Whenever reference is made in this Agreement to the male pronoun he, him, his, etc., it is intended and shall be deemed to include reference to the equivalent female pronoun - she, her, hers, etc., unless the language clearly indicates otherwise.

## ARTICLE XXII

### DURATION OF AGREEMENT

Section 22.1 This Agreement shall be effective as of September 1, 1988, and shall continue in effect until August 31, 1991.

BOARD OF TRUSTEES

MUSKEGON COMMUNITY COLLEGE  
ASSOCIATION

By <u>Thomas C. Clark</u> Chairman	By <u>Tom Klotz</u> President
By <u>Fritz H. Marcus</u> Vice-Chairman	By <u>William R. Danzian</u> Secretary
By <u>Jack A. Esch</u> Secretary	By <u>Bruce Pirachy</u> Chairman, Negotiations Committee
By <u>Russell G. Gattis</u> Treasurer	By <u>David Daniel</u> Negotiations Committeeman
By <u>Robert G. Garrison</u> Trustee	By <u>Beth A. Smith</u> Negotiations Committeeman
By <u>Patricia H. Bard</u> Trustee	By <u>Larry J. Wicks</u> Negotiations Committeeman
By <u>Ronald G. Siefert</u> Trustee	By <u>Sally G. Wearing</u> Negotiations Committeeman

APPENDIX A  
PROFESSIONAL GRIEVANCE REPORT

Muskegon Community College \_\_\_\_\_ Grievance Number \_\_\_\_\_  
Date of Filing \_\_\_\_\_ Date of Alleged Violation \_\_\_\_\_

Subject to the provisions of the Professional Negotiations Agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, or to adjust or settle the same.

Statement of Grievance:

Remedy Requested:

\_\_\_\_\_  
Signature of Grievant(s)  
Additional signatures may be  
placed on attached sheets.

\_\_\_\_\_  
Approved for Processing  
(Grievance Chairman)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Level I:

Disposition: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Association  
Response: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Level II:

Disposition: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Association  
Response: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Level III:

Disposition: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Association  
Response: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Level IV:

Disposition: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Association  
Response: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

## APPENDIX B-1

## 1988/89 ACADEMIC CALENDAR

<u>EVENT</u>	<u>DATE(S)</u>
<b>Fall Semester 1988</b>	
Faculty Seminar Days	Aug. 25 (Thursday) - Aug. 26 (Friday)***
Fall Semester Classes	Aug. 29 (Monday) - Sept. 3 (Saturday)
Labor Day	Sept. 5 (Monday)
Classes resume	Sept. 6 (Tuesday) - Nov. 23 (Wed. 4:30 p.m.) Evening classes are not held on Wed., Nov. 23, due to Thanksgiving Holiday
Thanksgiving Vacation	Nov. 24, 25, 26 - (Thurs., Fri., Sat.)
Classes resume	Nov. 28 (Monday) - Dec. 12 (Monday)
Exam Prep Day	Dec. 13 (Tuesday)***
Final Exam Days	Dec. 14, 15, 16, 17- (Wednesday-Saturday)*
Christmas Vacation	Dec. 19 (Monday) - Jan. 2 (Monday)
<b>Winter Semester 1989</b>	
Faculty Seminar Day	Jan. 3 (Tuesday)***
Winter Semester Classes	Jan. 4 (Wednesday)- Feb. 25 (Saturday)
Mid-Semester Vacation	Feb. 27 (Monday) - March 4 (Saturday)
Winter Sem Classes resume	Mar. 6 (Monday) - April 20 (Thursday)
Easter Weekend (Bldg. closed)	Mar. 24 (Fri. noon - March 26 (Sunday)
Exam Prep Day	Apr. 21 (Friday)
Winter Semester Final Exams	Apr. 22, 24, 25, 26- (Saturday-Wednesday)*
Open Calendar	Apr. 27 (Thursday) - April 29 (Saturday)
<b>Spring Session 1989</b>	
Spring Session Classes	May 1 (Monday) - May 27 (Saturday)
Memorial Day	May 29 (Monday)
Spring Session Classes/Exams	May 30 (Tuesday) - June 22 (Thursday)**
Open Calendar	June 23 (Friday) - June 24 (Saturday)
<b>Summer Session 1989</b>	
Summer Session Classes	June 26 (Monday) - July 3 (Monday)
Independence Day	July 4 (Tuesday)
Summer Session Classes/Exams	July 5 (Wed.) - Aug. 17 (Thursday)**

\* 3 days to be scheduled in extended time blocks for exams/classes

\*\* 2 days to be scheduled in extended time blocks for exams/classes

\*\*\* Teaching Faculty are expected to be on campus all 3 seminar days and the fall exam preparation day. The Teaching Faculty may choose to be on campus during the winter exam preparation day.

NOTE: Scheduled classes that meet on Friday or Saturday, only, must satisfy the normal College scheduling requirement.



## APPENDIX B-2

## 1989/90 ACADEMIC CALENDAR

<u>EVENT</u>	<u>DATE(S)</u>
<b>Fall Semester 1989</b>	
Faculty Seminar Days	Aug. 28 (Monday) - Aug. 29 (Tuesday)***
Fall Semester Classes	Aug. 30 (Wed.) - Sept. 2 (Saturday)
Labor Day	Sept. 4 (Monday) -
Fall Classes	Sept. 5 (Tuesday) - Nov. 22 (4:30 p.m. Wed.)
	Evening classes are not held on Wed., Nov. 22, due to Thanksgiving Holiday
Thanksgiving Vacation	Nov. 23, 24, 25 - (Thurs., Fri., Sat.)
Fall Classes Continue	Nov. 27 (Monday) - Dec. 14 (Thursday)
Exam Preparation Day	Dec. 15 (Friday)***
Final Exam Days	Dec. 16, 18, 19, 20 - (Sat.-Wednesday)*
Christmas Vacation	Dec. 21 (Thursday) - Jan. 2 (Tuesday)
<b>Winter Semester 1990</b>	
Faculty Seminar Day	Jan. 3 (Wednesday)***
Winter Semester Classes	Jan. 4 (Thursday) - March 3 (Saturday)
Mid-Semester Vacation	Mar. 5 (Monday) - March 10 (Saturday)
Winter Semester Classes	Mar. 12 (Monday) - April 19 (Thursday)
Easter Weekend (Bldg. closed)	Apr. 13 (Fri. noon) - April 15 (Sunday)
Exam Preparation Day	Apr. 20 (Friday)
Final Exam Days	Apr. 21, 23, 24, 25 - (Saturday-Wednesday)*
Open Calendar	Apr. 26, 27, 28 - (Thursday-Saturday)
<b>Spring Session 1990</b>	
Spring Session Classes	Apr. 30 (Monday) - May 26 (Saturday)
Memorial Day	May 28 (Monday)
Spring Session Classes/Exams	May 29 (Tuesday) - June 21 (Thursday)**
Open Calendar	June 22 (Friday) - June 23 (Saturday)
<b>Summer Session 1990</b>	
Summer Session Classes	June 25 (Monday) - July 3 (Tuesday)
Independence Day Vacation	July 4 (Wednesday)
Summer Session Classes/Exams	July 5 (Thursday) - Aug. 16 (Thursday)**

\* 3 days to be scheduled in extended time blocks for exams/classes

\*\* 2 days to be scheduled in extended time blocks for exams/classes

\*\*\* Teaching Faculty are expected to be on campus all 3 seminar days and the fall exam preparation day. The Teaching Faculty may choose to be on campus during the winter exam preparation day.

NOTE: Scheduled classes that meet on Friday or Saturday, only, must satisfy the normal College scheduling requirement.

## APPENDIX B-3

## 1990/91 ACADEMIC CALENDAR

<u>EVENT</u>	<u>DATE(S)</u>
<b>Fall Semester 1990</b>	
Faulty Seminar Days	Aug. 30 (Thursday)- Aug. 31 (Friday)***
Labor Day	Sept. 3 (Monday)
Fall Classes	Sept. 4 (Tuesday) - Nov. 21 (4:30 p.m. Wed.) Evening classes are not held on Wed., Nov. 21, due to Thanksgiving Holiday
Thanksgiving Vacation	Nov. 22, 23, 24 - (Thurs, Fri., Sat.)
Fall Classes Continue	Nov. 26 (Monday) - Dec. 17 (Monday)
Exam Preparation Day	Dec. 18 (Tuesday)***
Final Exam Days	Dec. 19, 20, 21, 22 - (Wednesday-Saturday)*
Christmas Vacation	Dec. 24 (Monday) - Jan. 5 (Saturday)
<b>Winter Semester 1991</b>	
Faculty Seminar Day	Jan. 7 (Monday)***
Winter Semester Classes	Jan. 8 (Tuesday) - March 2 (Saturday)
Mid-Semester Vacation	Mar. 4 (Monday) - March 9 (Saturday)
Winter Semester Classes	Mar. 11 (Monday) - April 25 (Thursday)
Easter Weekend (Bldg. closed)	Mar. 29 (Fri. noon) - March 31 (Sunday)
Exam Preparation Day	Apr. 26 (Friday)
Final Exam Days	Apr. 27, 29, 30 & May 1 - (Saturday-Wednesday)*
Commencement	May 1 (Wednesday)
Open Calendar	May 2, 3, 4 - (Thursday-Saturday)
<b>Spring Session 1991</b>	
Spring Session Classes	May 6 (Monday) - May 25 (Saturday)
Memorial Day	May 27 (Monday)
Spring Session Classes/Exams	May 28 (Tuesday) - June 27 (Thursday)**
Open Calendar	June 28 (Friday) - June 29 (Saturday)
<b>Summer Session 1991</b>	
Summer Session Classes	July 1 (Monday) - July 3 (Wednesday)
Independence Day Vacation	July 4 (Thursday)
Summer Session Classes/Exam	July 5 (Friday) - Aug. 22 (Thursday)**

\* 3 days to be scheduled in extended time blocks for exams/classes

\*\* 2 days to be scheduled in extended time blocks for exams/classes

\*\*\* Teaching Faculty are expected to be on campus all 3 seminar days and the fall exam preparation day. The Teaching Faculty may choose to be on campus during the winter exam preparation day.

NOTE: Scheduled classes that meet on Friday or Saturday, only, must satisfy the normal College scheduling requirement.

APPENDIX C-1

TEACHER'S PROBATIONARY CONTRACT

THIS PROBATIONARY CONTRACT made between the Board of Trustees of MUSKEGON COMMUNITY COLLEGE, (hereinafter called the Board) and \_\_\_\_\_, (hereinafter called the Faculty Member).

WITNESSETH:

Said Faculty Member hereby contracts with said Board for the school year of \_\_\_\_\_ for two hundred fifteen (215) days, commencing \_\_\_\_\_ and said Board hereby contracts to hire said Faculty Member to teach in the MUSKEGON COMMUNITY COLLEGE, such appointment to continue in full force and effect as provided in the current Master Contract between the Board and the Faculty Association and may be terminated only as provided therein.

For, and in consideration of, such services for the school year \_\_\_\_\_, the said Board will pay to said Faculty Member the sum of \$ \_\_\_\_\_, at Step \_\_\_\_\_ of the current salary schedule, payable in \_\_\_\_\_ 20 or \_\_\_\_\_ 26 equal installments.

IN WITNESS WHEREOF the parties hereto have respectively set their hands and seals this day and year above written.

By \_\_\_\_\_  
Faculty Member

Date \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Trustees

By \_\_\_\_\_  
Secretary, Board of Trustees

APPENDIX C-2

TEACHER'S CONTINUING CONTRACT

THIS CONTINUING CONTRACT made between the Board of Trustees of MUSKEGON COMMUNITY COLLEGE, (hereinafter called the Board) and \_\_\_\_\_, (hereinafter called the Faculty Member).

WITNESSETH:

Said Faculty Member having been employed three (3) or more consecutive years by said Board, hereby contracts with said Board of the school year of \_\_\_\_\_ for two hundred fifteen (215) days, commencing \_\_\_\_\_ and said Board hereby contracts to hire said Faculty Member to teach in the MUSKEGON COMMUNITY COLLEGE, such appointment to continue in full force and effect as provided in the current Master Agreement between the Board and the Faculty Association and may be terminated only as provided therein.

For, and in consideration of, such services for the school year \_\_\_\_\_, the said Board will pay to said Faculty Member the sum of \$ \_\_\_\_\_, at Step \_\_\_\_\_ of the current salary schedule, payable in \_\_\_\_\_ 20 or \_\_\_\_\_ 26 equal installments.

Said Faculty Member shall annually, hereafter, so long as employed by said Board, receive a supplementary contract stating the salary and sick leave for the ensuing school year to which said Faculty member is entitled under rules of said Board.

IN WITNESS WHEREOF the parties hereto have respectively set their hands and seals this day and year above written.

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Trustees

By \_\_\_\_\_  
Secretary, Board of Trustees

APPENDIX C-3

ANNUAL SUPPLEMENT TO CONTINUING CONTRACT

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

You are hereby notified that your salary for the school year beginning \_\_\_\_\_ will be \$ \_\_\_\_\_ at Step \_\_\_\_\_ of the current salary schedule, payable in \_\_\_\_\_ 20 or \_\_\_\_\_ 26 equal installments. Said school year is for two hundred fifteen (215) days.

It is further agreed that you will be allowed sick leave in accordance with the rules and regulations of the Board of Trustees for \_\_\_\_\_ days during the school year covered by this contract supplement.

If you accept the terms of this continuing contract supplement, please date and sign and return the same to the Personnel Office within twenty-one (21) days of receipt of this notice.

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Trustees

By \_\_\_\_\_  
Secretary, Board of Trustees

APPENDIX C-4

ONE-YEAR CONTRACT

Trustees of MUSKEGON COMMUNITY COLLEGE, (hereinafter called the Board) and \_\_\_\_\_, (hereinafter called the Faculty Member).

WITNESSETH:

Said Faculty Member hereby contracts with said Board for the school year of \_\_\_\_\_ for two hundred fifteen (215) days, commencing \_\_\_\_\_ day of September/August, 19\_\_\_\_, and said Board hereby contracts to employ said Faculty Member to teach in the MUSKEGON COMMUNITY COLLEGE.

For, and in consideration of such services for the school year \_\_\_\_\_, the said Board will pay to said Faculty Member the sum of \$\_\_\_\_\_, at Step \_\_\_\_\_ of the current salary schedule, payable in \_\_\_\_\_ 20 or \_\_\_\_\_ 26 equal installments.

It is understood by and between the parties hereto that this contract is limited to the terms herein stated and is not to be construed as probationary or continuing contract within the terms of the current Master Contract between the Board and the Faculty Association.

IN WITNESS WHEREOF the parties hereto have respectively set their hands and seals this day and year above written.

By \_\_\_\_\_  
Faculty Member

Date \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Trustees

By \_\_\_\_\_  
Secretary, Board of Trustees

APPENDIX D  
SALARY SCHEDULE

STEP	DEGREE						
	ND 1	RN 2	BA 3	MA 4	MA+30 5	MA+60 6	PHD 7
1	1.000	1.000	1.000	1.000	1.000	1.000	1.000
2	1.043	1.043	1.043	1.043	1.043	1.043	1.043
3	1.086	1.086	1.086	1.086	1.086	1.086	1.086
4	1.138	1.138	1.138	1.138	1.138	1.138	1.138
5	1.190	1.190	1.190	1.190	1.190	1.190	1.190
6	1.242	1.242	1.242	1.242	1.242	1.242	1.242
7	1.294	1.294	1.294	1.294	1.294	1.294	1.294
8	1.355	1.355	1.355	1.355	1.355	1.355	1.355
9	1.417	1.417	1.417	1.417	1.417	1.417	1.417
10	1.478	1.478	1.478	1.478	1.478	1.478	1.478
11		1.548	1.548	1.548	1.548	1.548	1.548
12			1.618	1.618	1.618	1.618	1.618
13			1.825	1.825	1.825	1.825	1.825

YEAR	BASE						
	1	2	3	4	5	6	7
4.00% 88/89	16,987	17,946	20,046	21,956	22,909	23,884	24,626
4.00% 89/90	17,666	18,664	20,848	22,834	23,825	24,839	25,611
4.00% 90/91	18,373	19,411	21,682	23,747	24,778	25,833	26,635

Effective beginning the 1988/89 academic year, a full-time faculty person with either a BS or MA degree who meets the following conditions will be entitled to placement on the Salary Schedule as indicated:

1. Holder of a current and bona fide four (4) or more year Journeyman status pursuant to the standards of the Federal Bureau of Apprenticeship and Training in the U.S. Department of Labor; and
2. For each semester that the person is fulfilling the major teaching assignment at Muskegon Community College in the field of that Journeyman status; and
3. Three (3) years of teaching experience at Muskegon Community College in the field of that Journeyman status; and
4. Placement:            BS = MA                            MA = MA + 30

APPENDIX E  
PAYROLL SCHEDULE

1988-89		1989-90		1990-91	
September	1	August	31	August	30
	15	September	14	September	13
	29		28		27
October	13	October	12	October	11
	27		26		25
November	10	November	9	November	8
	24		23		22
December	8	December	7	December	6
	22		21		20
END OF FALL SEMESTER					
January	5	January	4	January	3
	19		18		17
February	2	February	1	February	31
	16		15		14
March	2	March	1	March	28
	16		15		14
	30		29		28
April	13	April	12	April	11
	27		26		25
END OF WINTER SEMESTER					
May	11	May	10	May	9
	25*		24*		23*
June	8	June	7	June	6
	22		21		20
July	6	July	5	July	4
	20		19		18
August	3	August	2	August	1
	17		16		15

Pay Periods 26

\*20 pay period termination



LETTER OF UNDERSTANDING

In the course of negotiations and settlement of the 1988-1991 Master Agreement between the Board and the Association, the parties agreed to the following:

1. The provisions in the updated publication Health Care Plan booklet will contain reference to:

- (a) Disability. An Employee who is totally and permanently disabled shall be eligible to receive Plan benefits until the earlier of the date which is 12 months from the end of the month in which the disability occurred or the Employee becomes eligible to participate under any other Employer-sponsored plan. Total and Permanent Disability shall mean an Employee's inability to engage in his regular or customary occupation and the non-performance of work of any kind for compensation or profit solely because of a non-occupational injury or non-occupational disease.

These disability provisions will be contained in Sections 2.6(a)(ii) and Section 3.2(a) of the amended Health Care Plan.

- (b) Employee Death. Upon an Employee Participant's death until the Participant's surviving spouse has remarried or until the Participant's children would no longer have been a dependent.

This will be covered by Section 2.6(b)(iv) of the Amended Health Care Plan.

- (c) Conversion. Within 31 days of a complete termination of Participation or the termination of an extension of Participation, the Participant may apply for an individual conversion policy by completing an appropriate conversion request at the existing COBRA rate.

This is in Section 2.10 of the amended Health Care Plan.

2. Effective September 1, 1988, the current Health Care Plan will be updated to include the following provisions:

- (a) Hospice Care benefits reimbursed as follows, subject to a Maximum Hospice Benefit of \$5,000 for

the family unit of a terminally ill covered person:

- (i) Covered Charges incurred for inpatient hospice care are reimbursed at 100 percent up to the reasonable and customary charge;
  - (ii) Covered Charges incurred in the home prior to death are reimbursed at 100 percent up to the reasonable and customary charge;
  - (iii) Covered Charges incurred for family counseling are reimbursed up to \$25 per family unit counseling session, up to 12 sessions per family unit (see Section 4.10 and Appendix A of the amended Health Care Plan); and
- (b) For Surgical-Physician Charges and Anesthesia, Scheduled Allowance, then 100 percent of HIAA reasonable and customary charges (see Section 4.4(f) of the amended Health Care Plan).

3. For faculty members whose annual load is defined by Article V, Section 5.4, for every three, one contact hour courses taught during a contract year (12 months), it will be considered the equivalent of one section of a three contact hour class.

4. Master's Mechanics License in Automotive shall be considered the equivalent of a Journeyman status as described in Appendix D.

