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1990-92

AGREEMENT

between

Kalamazoo Valley Community College

and the

Kalamazoo Valley Community College Faculty Association

*Kalamazoo Valley Community College*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

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AGREEMENT

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

WITNESSETH:

ARTICLE 1

RECOGNITION

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

## ARTICLE 2

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 2.1 Association Rights. In order to facilitate the administration of this Agreement, the Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:
- 2.11 Meeting Facilities. The use of College facilities at reasonable hours for the conduct of Association meetings, provided that such use shall not interfere with the Employer's use of the facilities and that the Association shall reimburse the Employer for any additional reasonable expenses occasioned by such use.
- 2.12 Services and Equipment. The use of designated equipment, provided that such use shall not interfere with the Employer's use, shall not require the services of any non-bargaining unit employee and shall not be used by any employee in such manner as to interfere with the discharge of his employment duties or the discharge of the duties of any other employee. The Employer shall be promptly reimbursed by the Association for all supplies used and for any damage.
- 2.13 Employee Communications. The Association shall have the right to communicate with bargaining unit members through the use of designated bulletin boards, or sections thereof, or the reasonable use of the College mail service. All materials shall bear the name of the Association and the name of the person authorizing the posting or distribution thereof. No Association materials of any kind shall be displayed on or about the physical facilities of the College except on the designated bulletin boards and no displayed material shall be derogatory to the Employer nor to any employee. The Association shall save and hold the Employer harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of any such materials.
- 2.14 Deduction of Membership Dues. Association members may elect on or before the third Friday in September to pay their local, MEA and NEA membership dues through payroll deduction by submitting a written authorization to the Payroll Office on a form acceptable to the Employer. Any such authorization shall continue in effect until revoked in writing by the Association member. A revocation shall become effective at the beginning of the first regular payroll period subsequent to the date on which it is received in the Payroll Office. The Association shall certify in writing to the Employer annually, no later than the third Friday in September, the authorized amount to be deducted from each Association member electing payroll deduction. The Employer shall deduct the authorized amount from each Association member's pay in sixteen (16) substantially equal bi-weekly installments beginning in October of each work year, and transmit within fifteen (15) days the total deductions to the Association together with a list setting forth the name of each Association member for whom deductions were made. The Employer shall use its best efforts to make the aforesaid deductions

in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies within twenty (20) days.

- 2.15 New Bargaining Unit Member Notification. The Employer recognizes the Association's need and responsibility to meet new bargaining unit members for the purpose of orientation to the Association and the Agreement. The Employer will make every attempt to provide names, addresses and telephone numbers of new full-time bargaining unit members to the President of the Association at least two weeks prior to the first day of the new member's professional obligation. Further, the Employer will provide the President of the Association with information regarding the dates, times and places of scheduled Employer orientation activities for new bargaining unit members as soon as such activities have been scheduled.
- 2.16 Cooperative Problem Solving. The Employer agrees to conduct its dealings with the Association in a professional and responsible manner and to diligently search for solutions to problems as they relate to the Agreement.
- 2.2 Association Responsibilities. The Association shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:
- 2.21 Non-Discrimination. The Association agrees that it will not discriminate against any faculty member in the bargaining unit by reason of sex, race, religion, marital status, age, national origin, handicap, pregnancy, physical stature or any other reason prohibited by law.
- 2.22 Association Responsibilities. The Association shall promptly notify the Employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a written notice. The Association further agrees to conduct its dealings with the Employer in a professional and responsible manner and search for solutions to problems as they relate to the Agreement. If this policy is not adhered to, the Employer may file a letter of complaint with the Association officers.
- 2.23 Concerted Activities. The Association agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer. The provisions of this section shall remain in full force and effect until such time as this Agreement shall be superseded by a new Agreement between the parties.
- 2.24 Association Activities. Except by the express agreement of the Employer, the performance of the duties of an employee shall not be

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

ARTICLE 3

EMPLOYEE RIGHTS AND RESPONSIBILITIES

3.1 Professional Appointments.

3.11 Term Appointments. A new employee shall be employed on an annual appointment basis only.

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

3.112 Discontinuance. A written notice of discontinuance shall be given to an employee at least sixty (60) calendar days prior to the end of the employee's work year. If the employee shall request in writing a hearing within fifteen (15) calendar days of the notice of discontinuance, the Employer Board of Trustees shall review the employment records of such employee for the purpose of determining whether the discontinuance of the employee's services at the end of the letter of appointment shall be affirmed. The failure to renew the letter of appointment shall not be subject to the grievance procedure and shall terminate the employee's appointment with the Employer at the end of his current letter of appointment.

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

3.13 Continuing Appointments.

3.131 Automatic Appointment. An employee shall automatically be granted a continuing appointment upon the successful completion of his final term appointment, unless the Employer shall have given notice of discontinuance as hereinabove provided.

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

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



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

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

3.3 Employee Conduct and Discipline

- A. The Employer shall have the right to establish such standards of professional conduct and rules and regulations which are not in conflict with this Agreement.
- B. No employee shall be disciplined without just cause and any such discipline shall be subject to the grievance procedure.
- C. An employee shall be advised of his right to have a representative of the Association present and to have such Association representative present during any disciplinary action when such

action will become part of the employee's personnel file. If a request for representation is made, no action shall be taken with respect to the employee until such representative of the Association is present, provided that this provision shall not limit the right of the Employer to take such action as may necessarily be required prior to the arrival of such representative.

D. The Employer agrees to follow a policy of progressive discipline which minimally includes an oral or written warning, oral or written reprimand, suspension with or without compensation and/or benefits, or discharge. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated such action.

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

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

3.42 Criteria. Evaluation criteria shall include:

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

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

3.44 Period.

3.441 An employee on a term appointment shall be formally evaluated at least once each work year, but may be evaluated more often at the discretion of the Employer.

3.442 An employee on a continuing appointment shall be formally evaluated at least once every three (3) years, but may be evaluated more often at the discretion of the Employer.

An employee who is reassigned to a subject area, field or program other than the initial area of appointment may be evaluated for two consecutive years following such reassignment, but shall retain his or her continuing appointment status.

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

3.5 Subsidiary Rights.

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

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

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

3.54 Academic Freedom. Within the law, full freedom of inquiry and teaching shall be maintained and encouraged. Each employee is entitled to freedom in the classroom in discussing his subject, but he shall avoid introducing into the teaching process controversial matter which has no reasonable relationship to the subject and shall not without just cause restrain a student from independent action in the student's pursuit of learning, and shall not without just cause deny the student access to varying points of view. An employee shall not deliberately suppress or distort subject matter for which he bears responsibility. When an employee speaks or writes as a citizen, he shall be free from institutional censorship or discipline provided that he does not represent himself as a spokesman for the College.

ARTICLE 4

MANAGEMENT RIGHTS

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

ARTICLE 5

PROFESSIONAL SERVICES

- 5.1 Professional Commitment. The parties recognize that the professional commitment of each employee cannot be precisely measured and that the full and adequate discharge of a professional employee's duties may require a greater commitment of time than that which has been scheduled, and the provisions herein shall be so applied and interpreted.
- 5.2 Instructional Employees.
- 5.21 Work Year. The normal work year will begin on or about the Wednesday preceding the last Monday in August and end on or about the second Saturday in May. The work year will consist of two (2) sixteen (16) week semesters plus ten (10) additional days for non-instructional purposes including, but not limited to, grading, preparation and in-service seminars. The Employer will prepare a calendar for the next year at least sixty (60) calendar days preceding the last day of scheduled activities for the current year. The calendar will be published at least sixty (60) calendar days preceding the first day of professional obligation for each academic year. The employer will ensure at least eight (8) but not more than twenty (20) calendar days between the Fall and Spring semesters and not more than five (5) days of Spring Break during the spring semester.
- 5.22 Work Week. The normal work week will be scheduled by the Employer between the hours of 7:30 a.m. and 10:30 p.m., Monday through Friday. Any work scheduled before 7:30 a.m. on any day or after 5:00 p.m. on Friday will be with the consent of the employee.
- 5.23 Work Day. The normal work day will be ten and one-half (10½) clock hours beginning with the first professional duty and ending upon completion of the last professional duty, except by agreement of the employee or where an overload assignment is involved.
- 5.24 Work Load. The normal work load will consist of:
- a. A base teaching load of thirty (30) instructional units (I.U.) for the work year, provided that not more than eighteen and one-half (18½) units will be scheduled for a semester except by mutual consent between the employee and the College. A substantially equal base teaching load of fourteen (14) to sixteen (16) I.U.s for each semester of the work year may be assigned by the Employer. The initial work load assignment must be made not later than thirty (30) days before the beginning of the work year.
  - b. Posted and maintained weekly office/consultation hours at times appropriate for meeting student needs. Minimum posted hours shall be as follows:

<u>Strategy</u>	<u>Base</u>	<u>Office Hours</u>
Lecture/discussion, Composition and Open Laboratory	Each course I.U., each semester	4
Clinics and Standard Laboratory	Each course I.U., each semester	2
Independent Study/ Prior Learning Evaluation	Each student, each semester	2
Special Assignment	Assignment	As mutually agreed
Television and Audiovisual	Each 20 students	1 Per Week

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

- c. Various professional responsibilities which are in addition to those assignments which carry instructional units. These responsibilities may include: participation in appropriate committees; faculty, curricular and Department meetings; participation in ceremonial exercises; participation in in-service training programs; updating existing curricula and preparation of teaching aids; and such other activities as are reasonably required for the employee to remain current in the assigned area and for the discharge of the employee's professional responsibilities.

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

- a. An employee will not be required to teach more than three (3) consecutive lecture/discussion, composition or seminar class periods or have more than four and one-half ( $4\frac{1}{2}$ ) clock hours of other instruction without a break of at least one-half ( $\frac{1}{2}$ ) hour, except by agreement of the employee.
- b. An employee will not be assigned a class before 9:30 a.m. on a day following a day a class assignment extended beyond 7:30 p.m., except by agreement of the employee or where an overload assignment is involved.



- c. Classes which begin after 5:00 p.m. will be scheduled on an equitable basis subject to student needs and availability of qualified instructors. As a general guideline, an employee will not be scheduled to teach more than five (5) night classes during the work year where such classes require him to teach after 5:00 p.m.
  - d. Reasonable effort will be made to provide each employee forty-five (45) minutes for lunch between 10:30 a.m. and 1:45 p.m. and/or forty-five (45) minutes for dinner between 4:30 p.m. and 7:00 p.m.
  - e. Employees shall be provided with three (3) work days notice of meetings where attendance is required.
  - f. Except in his first two (2) years at the College, or by mutual agreement, an employee will be given thirty (30) calendar days prior notice if he is assigned, or may be assigned, to teach a course he has not taught at the College within the preceding two (2) years. In the event the employee is assigned two (2) or more courses he has not taught for one calendar year he shall be given not less than sixty (60) calendar days prior notice.
  - g. An employee may refuse an assignment in the fall semester which causes his work load to exceed eighteen and one-half (18½) I.U. or any assignment which causes his work load for the year to exceed thirty-one (31) I.U. Refusal to accept any such assignment will not be considered as a negative factor in his evaluation.
- 5.26 Overload. An employee will qualify for overload compensation if his work load exceeds eighteen and one-half (18½) I.U. for a semester and/or thirty (30) I.U. for the work year unless a waiver of this section is mutually agreed to pursuant to Article 5.24 A. Overload compensation will be paid for each one-tenth (1/10) I.U. in excess of the base assignment at the rate set forth in Article 7. An employee may refuse any assignment which is entirely overload and will not have such action considered as a negative factor in his evaluation.
- 5.27 Collateral Duties. If the Employer schedules a non-teaching assignment, the employee will receive appropriate I.U.'s as defined by the Special Assignment strategy in Appendix "A". Employees with collateral duty assignments will not be assigned conflicting schedules. An employee may refuse a non-teaching assignment and will not have such action considered as a negative factor in his evaluation.
- 5.28 Instructional Unit. One instructional unit is equal to one (1) contact hour of lecture/discussion instruction, or its equivalent as shown in Appendix "A".

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

5.31 Work Year. The work year will be 1,480 clock hours and will begin on or about the second Monday in August and end on or about the last Saturday in May. The beginning and ending dates may be waived by mutual consent between the employee and the College.

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

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

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

- a. Except by mutual consent, each employee will be provided one (1) hour for lunch between 10:30 a.m. and 2:00 p.m. and/or one (1) hour for dinner between 5:00 p.m. and 7:00 p.m.
- b. If an employee is assigned to teach a course, his normal schedule for non-instructional duties will be adjusted or he will receive overload compensation. In either case, the I.U.'s of the course assignment will be used as the basis for adjusting the work schedule or determining overload compensation.
- c. If an employee participates in College committee activities or in other working groups, his regularly scheduled duties will be adjusted to allow time to perform such activities. The Employer will not be required to allow more than an average of three (3) hours each work week for all such assignments.

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

#### 5.4 Staff Reduction

5.41 General Procedures. If the Employer determines that the number of employees is in excess of its current requirements, it shall have the right to reduce the number of employees in a given subject area,



field or program, or to eliminate or consolidate positions. Within such subject area, field or program, the Employer may cause the necessary number of employees, beginning with those serving on term appointments, to be placed on lay-off in inverse order of their appointment as a full-time faculty member at the College, subject to program needs as determined by the Employer. A lay-off shall suspend for the duration of the lay-off the obligation of the Employer to pay compensation or fringe benefits under any individual letter of appointment or under this Agreement.

5.42 Retraining. When the Employer determines there is the potential for staff reduction, the opportunity to retrain may be given to continuing appointment employees, subject to the following provisions and restrictions:

- a. Any potential vacancies will be identified by the Employer and communicated to the affected employee at least thirty (30) days before notice of layoff is given.
- b. The affected employee will submit a written, signed agreement to retrain in a form acceptable to the Employer. The agreement to retrain shall contain a plan of study for retraining, and shall be submitted to the Employer within thirty (30) days of the date the employee received notice of layoff. Such plan of study shall be subject to approval by the Employer and must address a potential vacancy identified by the Employer.
- c. The period of time granted by the Employer to retrain will not exceed two (2) semesters. At the Employer's discretion, an extension may be granted upon written application to the employer.
- d. During the retraining period, the employee will be paid one-half (1/2) of his contractual base salary and shall retain insurance and retirement benefits. Leave time will cease to accrue during the retraining period. No other benefits will be provided to or accrued by the employee during the retraining period.
- e. Employees who retrain pursuant to the provisions of this Section will be accepted by the Employer to fill a potential vacancy identified by the Employer for which they have become qualified. Retrained employees agree to fill such positions for a period not less than three (3) years following their return from retraining. If an employee fails to stay in such position for three (3) years, the employee shall immediately reimburse the Employer for the cost of salary and benefits received by the employee during the retraining period. The Employer may withhold from compensation due to the employee from the Employer any amounts necessary for such reimbursement.
- f. Employees participating in retraining under these provisions shall not suffer a loss of seniority except where retraining is for an administrative or support staff position.

- g. Course work completed during the retraining period shall not apply toward column advance.
- h. Retraining, as provided for in this Section, shall apply in cases of program modification, course deletion, or decreases in enrollment which affect a particular subject area, field or program. It shall not apply to cases which, in the Employer's judgment, relate to financial exigency or a general decline in enrollments.

5.43 Lay-Off.

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

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

5.43 Guidelines for Reinstatement

5.431 Procedure. When the Employer determines circumstances to be appropriate, each employee placed on lay-off shall be reinstated in the subject area from which he was laid off in inverse order of his placement on such lay-off. The Employer shall give written notice of recall from lay-off. Notification will be sent by mail to the last known address of the employee as filed by him with the Employer. If an employee shall fail to confirm in writing his intention to return to work within fifteen (15) days from the date of the mailing of such recall notice, unless an extension is granted in writing by the Employer, the employee shall be considered a voluntary quit and shall thereby automatically terminate his employment relationship with the Employer. The obligation of the Employer to rehire an employee shall terminate twenty-four (24) months following such lay-off.

5.432 Prior Status. Reinstatement of an employee shall not result in loss of status or credit for previous years of service.

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

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

## ARTICLE 6

### AUTHORIZED ABSENCE

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

#### 6.1 Sick Leave.

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

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

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

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

6.14 Unused Days. Unused sick leave shall accumulate up to a maximum of one hundred ten (110) days. If employment is terminated, any accumulated sick leave shall be cancelled and the employee shall not be compensated either in terminal pay or otherwise. If an employee

shall not complete the work year, the Employer shall be reimbursed for any days or fractions of days used in excess of the proportionate leave days earned as of the termination date.

6.15 Insurance. Payment for sick leave shall be reduced by the amount of disability insurance benefits which the employee is eligible to receive under the terms of this Agreement.

6.16 Leave Authorization. When an employee illness results in an absence of more than two calendar weeks, that employee may be required by the Employer to have an examination at the Employer's expense. A competent medical authority of the Employer's choice will determine the need for continued absence.

6.2 Short Term Disability Pool. Employees eligible to participate in the short term disability pool shall contribute two (2) days of sick leave during their first year of employment. Any contributions to the plan in succeeding years of employment will be determined annually by the Disability Determination Committee on an as needed basis.

6.3 Business Leave.

6.21 Use. Business leave shall be used only for business, professional or personal obligations which cannot reasonably be scheduled at a time which does not conflict with the performance of professional duties. It shall not be used for other employment or for social, recreational, vacation or other similar purposes.

6.22 Number of Days. Each employee shall be credited with two (2) days leave with pay annually. A maximum of four (4) days may be accrued.

6.23 Limitations. The Employer shall grant a business leave if

- a. The employee has given three (3) work days prior notice, except in an emergency, and
- b. The specific reason for the request is provided on the request for leave form, and
- c. The employee has made adequate provision for the discharge of his professional responsibilities during his absence, unless such absence is required for reasons which could not reasonably have been foreseen and reasonable preparations could not have been made for such responsibilities, and
- d. The request for leave does not include the first day of a professional obligation at the beginning of Fall or Spring semester, or after the ending Spring Recess; or, the last day of a professional obligation at the end of Fall or Spring semester, or before the beginning of Spring Recess. Requests for meritorious leave will be granted in demonstrable emergency situations which may be affected by these limitations.

- 6.24 Used Days. Business leave shall be charged against work days only in one-half ( $\frac{1}{2}$ ) day increments.
- 6.3 Jury Leave. An employee shall be entitled to leave with pay, less any fees paid, for jury service if he is unable to be excused or to have such service rescheduled to a time which does not conflict with the discharge of his professional responsibilities. The employee shall return to his duties whenever his attendance in Court is not actually required.
- 6.4 Bereavement Leave. An employee shall be entitled to up to three (3) days leave with pay due to the death of his spouse, mother, father, child, stepchild, brother, sister, or his current mother-in-law, father-in-law, brother-in-law, or sister-in-law, or anyone who permanently resides with the employee to the extent reasonably required to attend the funeral of the deceased and/or to attend to personal matters arising from such death. Bereavement leave shall be charged against work days only in one-half ( $\frac{1}{2}$ ) day increments.
- 6.5 Sabbatical Leave.
- 6.51 Eligibility and Purpose. An employee who has completed twelve (12) compensated semesters out of sixteen (16) consecutive semesters of service to the College as a bargaining unit member since the employee's initial appointment or termination of a previously granted sabbatical leave, may be granted a sabbatical leave for the purpose of professional growth and renewal.
- 6.52 Application. A written application shall be filed not later than October 31 of the year prior to the work year for which such leave is requested and shall contain such information as that required for the processing of leave applications.
- 6.53 Leave Terms.
- 6.531 Salary. An employee on leave for a year may elect to be paid one-half ( $\frac{1}{2}$ ) base salary for the year or full base salary for one (1) semester. The base salary shall be the amount he would have normally received during the leave period. The method of salary payment shall be agreed to by the employee and Employer in advance of the leave. An employee on leave for one (1) semester will be paid his base salary for the semester.
- 6.532 Fringe Benefits. To the extent that the employee is not covered by other insurance and is eligible to be continued as a participant in an existing insurance plan, the Employer shall pay its normal premium contribution.
- 6.533 Service Agreement. The employee shall sign an agreement that if he shall fail to return to the College as a professional employee for at least one (1) work year following the expiration of the leave, he will refund the full amount of all salary and benefits paid to him or on his behalf while on such leave.



6.54 Other Terms. The Employer shall not be required to grant any leaves under the provisions hereof and in no event more than four (4) in any one (1) work year. Eligibility for a leave and its terms shall be those in effect at the time the leave was granted together with such other terms which are not contrary to the terms of this Agreement as may have been agreed upon between the employee and Employer.

6.6 Meritorious Leave. The Employer may grant a leave of absence upon the request of an employee for reasons of general health, adoptions, family emergencies, funerals, or for meritorious reasons not otherwise provided herein. In determining whether to grant any such leave, the Employer shall consider:

- A. The past performance of the employee;
- B. The staffing needs and other requirements of the College;
- C. The length of service of the employee and the probability that the employee will return to the service of the College; and
- D. The purpose or purposes of the leave.

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

6.7 Leave Requests. All leaves are to be requested by the employee using a form provided by the Employer. Such form shall be submitted to the appropriate supervising dean in advance and as required by other leave provisions, or as soon as possible upon returning to duties following an employee illness or emergency.

ARTICLE 7

COMPENSATION AND BENEFITS

7.1 Compensation.

7.11 Basic Compensation.

7.111 Compensation Schedule. Compensation shall conform to the salary structure set forth in Appendix "B". For the 1990-91 year, base salaries shall be increased by six (6) percent over base salaries paid during the 1989-90 year. In addition, those employees whose base salary falls below the midpoint (market line) shall receive a cumulative adjustment of two (2) percent. If such adjustment results in a salary exceeding the midpoint, the employee shall receive the amount necessary to move his salary to the midpoint.

For the 1991-92 year, base salaries shall be increased by six and one-half (6.5) percent over base salaries paid during the 1990-91 year. In addition, those employees whose base salary falls below the midpoint (market line) shall receive a cumulative adjustment of two (2) percent. If such adjustment results in a salary exceeding the midpoint, the employee shall receive the amount to move his salary to the midpoint.

7.112 Initial Compensation. The initial placement of an employee on the salary schedule who was not a member of the bargaining unit during the prior work year shall be determined by the Employer on the basis of such employee's education, experience (including military service and vocational experience), past professional performance, and the general availability of persons with similar qualifications. The Employer will apply these factors in a consistent manner and will include in the employee's employment file to rationale used to arrive at initial compensation.

7.113 Compensation Advancement. An employee shall advance to the next step on the salary schedule upon the completion of two (2) consecutive satisfactory semesters, provided that the employee shall have rendered professional services for more than sixty (60%) percent of the work year. For the purpose of this provision, an employee on a paid sick leave or sabbatical leave shall be deemed to have rendered professional services for the period of such leave.

7.114 Column Advancement and Adjustments. The Employer shall determine at the time of initial employment those credits previously earned by the employee, if any, which will be recognized for the purpose of subsequent column compensation advancement. After becoming an employee at the

College, such employee may advance to a column upon completion of:

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

Advancement to Columns V and VI can be accomplished only by successful completion of a Development Plan approved by the Employer.

Employees who have completed requirements for a column advance must notify the Employer 30 days prior to the beginning of the work year for which column advancement is sought. Proof of eligibility for such advance must be provided to the Employer no later than 30 days after the beginning of such year. The employee shall be transferred to a new compensation group when proof of eligibility is received, with any salary adjustment to be effective at the beginning of the work year for which eligibility has been established.

7.12 Additional Compensation. An employee shall be entitled to receive compensation in addition to his basic compensation as follows:

7.121 Additional Assignments. The Employer may pay additional compensation for the performance of professional assignments requiring additional professional responsibility, effort, or skill. The amount of such compensation shall be determined by the Employer and the employee. The additional compensation shall terminate upon the completion of the assignment.

7.122 Substitute Instruction. An employee who serves as a substitute instructor shall be compensated at the rate of ten (\$10.00) dollars for each clock hour of such service provided that the Dean of Instruction or his designee shall:

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

7.123 Overload. An instructional employee shall be paid overload compensation at the rate of \$400.00 in 1990-91 and \$415.00 in 1991-92 for each instructional unit. One instructional unit equals forty (40) clock hours for non-



instructional unit employees.

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

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

7.2 Fringe Benefits. Each employee shall be eligible to receive a fringe benefit allowance in the amount and for the qualifying benefits described in or on Appendix "C".

ARTICLE 8

GRIEVANCE PROCEDURE

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

8.2 Grievance Levels.

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

8.22 Written Grievance. If the grievance is not satisfactorily resolved at the informal conference, the Grievant shall have ten (10) days within which to file a written grievance, with the party against whom such grievance is being asserted. Such written grievance shall include the following items A through F.

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

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

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

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

- a. The arbitrator shall be selected and the hearing conducted in accordance with the rules of the American Arbitration Association, provided, however, that:
  - (1) The arbitrator shall not have the authority to vary the terms of the Agreement nor to determine that any provision is unconstitutional nor contrary to any federal or state statute or regulation, it being expressly agreed that any such determination shall be made by a court of law. The arbitrator is expressly limited to the provisions of this contract when considering a grievance and rendering a decision.
  - (2) The arbitrator shall render his written decision within thirty (30) days from the conclusion of the hearing or the submission of arbitration briefs whichever shall be later.
- b. Either party shall have the right within thirty (30) days from the receipt of the decision of the arbitrator to apply to a court of competent jurisdiction for a rehearing of the grievance both as to the facts and the law, provided, however, that if application is not made within such time the decision of the arbitrator shall be binding. The respondent may implement the Arbitrator's decision on an interim basis without prejudice to the respondent's right to a re-hearing.

### 8.3 General Procedures.

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

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

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

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

- a. A grievance by any employee who desires to assert his legal right to present such grievance directly to the Employer and have it adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.

- b. Any grievance in which other proceedings would result in "double jeopardy" to the respondent.
- 8.34 Withdrawals and Denials. Any grievance or request for advancement to the next grievance level which is not made within the time prescribed, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall automatically advance to the next grievance level unless withdrawn.
- 8.35 Place of Proceedings. All proceedings up to arbitration shall be held on the College campus. Arbitration hearings shall be held at a location selected by the arbitrator within Kalamazoo County and the cost of any facilities located off-campus shall be shared equally by the parties.
- 8.36 Costs. Any fee paid for the services of an arbitrator shall be shared equally by the parties, except as the arbitrator shall otherwise decide. Each party shall be responsible for its own costs.
- 8.37 Contract Termination. The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a grievance filed prior to such expiration date.

ARTICLE 9

GENERAL PROVISIONS

- 9.1 Contract Representatives. Each party may designate in writing the name of its authorized representative to administer the contract.
- 9.2 Notices. Any written notice pursuant to this Agreement shall be addressed and delivered as follows:
- A. Employer's Address: (Contract Administrator)  
Kalamazoo Valley Community College  
6767 West "O" Avenue  
Kalamazoo, MI 49009
  - B. Association's Address: (Authorized Association  
Representatives)  
Kalamazoo Valley Community College  
Faculty Association  
c/o Kalamazoo Valley Community  
College, 6767 West "O" Avenue  
Kalamazoo, MI 49009
  - C. Employee: As set forth in the records of the  
Employer
- 9.3 Successor Agreement. The negotiation of a new Agreement shall begin upon written request of either party made not earlier than March 1 of the year in which the Agreement expires.
- 9.4 Scope, Waiver and Alteration of Agreement. It is expressly agreed that neither the bargaining unit nor any provision of this Agreement shall be altered during the term of this Agreement except upon the voluntary prior written consent of both of the contracting parties provided that nothing herein shall prohibit the Employer from adopting policies, initiating programs or entering into other agreements which are not contrary to the express terms of this Agreement and provided further that the waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.
- 9.5 Interpretation. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

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

- A. Captions are included only for convenience of reference and shall not modify in any way any of the provisions herein.

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

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

9.7 Effective Date and Termination. This Agreement shall commence as of June 1, 1988 and shall remain in full force and effect until midnight May 31, 1990, except as a provision shall by its express terms extends for a longer period.

June 1, 1990  
May 31, 92

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

EMPLOYER:  
KALAMAZOO VALLEY COMMUNITY COLLEGE

ASSOCIATION:  
KALAMAZOO VALLEY COMMUNITY COLLEGE  
FACULTY ASSOCIATION

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_



## APPENDIX A

### INSTRUCTIONAL STRATEGIES, INSTRUCTIONAL UNITS AND COURSE PREPARATIONS

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

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

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

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

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

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

Nine (9) course preparation credits each semester are included in the base work load and will not qualify for overload compensation. An employee will be compensated for each course preparation credit in excess of nine (9) each semester at the rate of three-tenths (3/10) Instructional Unit for each course preparation credit. One preparation



credit equals one course credit-hour for distinct class activities as follows:

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

INSTRUCTIONAL STRATEGIES AND INSTRUCTIONAL UNITS

INSTRUCTIONAL STRATEGY	INSTRUCTIONAL UNIT BASE	CLASS SIZE - TOP LINE INSTRUCTIONAL UNIT CREDIT - BOTTOM LINE		
<p>1. <u>Lecture/Discussion</u> A scheduled classroom activity conducted so that the instructor presents materials orally or by various media to one, a few, or a large number of students.</p>	Each Contact Hour	<u>To 43</u>	<u>44-85</u>	<u>86-120</u>
		1.0	1.4	1.7
		<u>121-240</u>	<u>241-360</u>	
		2.3	2.9	
			<u>361 &amp; over</u>	
			3.5	
<p>2. <u>Composition</u> Courses which have objectives to develop students' ability to write and require an unusually large number of writing samples which must be read, marked and reviewed with students. Discussion is also a part of the in-class activity.</p>	Each Contact Hour	<u>To 24</u>		
		1.0		
<p>3. <u>Standard Laboratory</u> Customarily a laboratory session is scheduled in addition to a lecture or discussion session during which the instructor works with the same students together, in small groups, or individually as they complete assignments which usually require application of information obtained through lecture or discussion.</p>	Each Contact Hour	<u>To 15</u>	<u>16-30</u>	
		.6	.8	
<p>4. <u>Open Laboratory</u> Student assignments, materials and/or equipment, and instructional technology are designed and selected by the instructor. Reports by students or technicians or other forms of feedback on student performance are provided to the instructor, but he need not necessarily be physically present during the time each student individually performs the assignment.</p>	Each Contact Hour	<u>To 15</u>	<u>16-30</u>	<u>31-45</u>
		.3	.4	.5
		<u>46-60</u>	<u>61-75</u>	
		.6	.7	
			<u>76 &amp; over</u>	
			.1 for each additional 1 through 15	

INSTRUCTIONAL  
STRATEGY

INSTRUCTIONAL  
UNIT BASE

CLASS SIZE - TOP LINE  
INSTRUCTIONAL UNIT  
CREDIT - BOTTOM LINE

5. Clinic

Each Contact Hour

Variable

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

Off campus Nursing .5  
All other .4

Formula:

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

Example: Off-Campus Nursing Clinic

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

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

6. Field Work

Each Student

Variable

Designed to structure the learning experience for each student individually so he will observe and, to some extent, apply the concepts, principles, and skills learned in earlier classes plus acquire a perceptual base on which later courses can build. For some courses this strategy may be used in addition to one of the other strategies. The role of the instructor includes: (1) matching such experience available to students; (2) preparing the job supervisor to work with the student; (3) monitoring student's progress toward the expressed aim of his planned experiences; (4) with the supervisor assessing his performance on the job; and (5) reporting a grade to be recorded on the student's record.

.2

INSTRUCTIONAL STRATEGY	INSTRUCTIONAL UNIT BASE	CLASS SIZE - TOP LINE INSTRUCTIONAL UNIT CREDIT - BOTTOM LINE
<p>7. <u>Student Study/Prior Learning Evaluation</u> The student assumes responsibility for determining the aims and methods for his study, and the means and criteria by which course completion will be assessed. The instructor serves: (1) as a resource person for the student as he prepares the initial proposal through approval; (2) to assess the quantity and quality of results of the student's study; and (3) to report a grade to be recorded on the student's record.</p>	Each Student	<p><u>To 5</u> .2</p> <p><u>Each student over 5</u> .1</p> <p>No more than 3.0 instructional units may be assigned to this strategy, regardless of class size.</p>
<p>8. <u>Special Assignment</u> Such special projects as: developing audiovisual materials for laboratory or lecture/discussion courses; special-purpose research; experimental instructional strategies; team teaching approaches; non-credit courses; and unusual variations of class categories to be designed, implemented and evaluated for special purposes on an ad hoc basis. Collateral assignments of coordinators, directors, etc. shall be made within the framework of this strategy.</p>	Each Assignment	<p><u>Variable</u> Variable</p>
<p>9. <u>Self-Paced</u> Courses such as CRE 098, CRE 101, ENG 098, HCR 115, HCR 116, MTH 097, MTH 098, PSI 100, and others that may use self paced strategy. Student assignments and materials are designed and selected by the instructor.</p>	Each Credit Hour	<p><u>Every 4 students or portion thereof</u> .1</p>

INSTRUCTIONAL  
STRATEGY

INSTRUCTIONAL  
UNIT BASE

CLASS SIZE - TOP LINE  
INSTRUCTIONAL UNIT  
CREDIT - BOTTOM LINE

9. Self-Paced, continued

Reports by students or technicians or other forms of feedback on student performance are provided to the instructor, but he/she need not necessarily be present during the time each student performs assignments. The instructor will schedule 2 contact hours per one credit hour a week for every 40 students in the classroom or lab setting to work with students and to provide instructional supervision.

10. Television & Audio Visual

Each Credit Hour

A scheduled instructional activity using television, audio visual or other software as the delivery system. The instructor conducts orientations, handles mailing, corrects assignments and exams, keep records and maintains office/consultation hours for student discussion and/or telephone calls and assigns grades. For every 20 students a minimum of one office consultation hour per week will be scheduled.

To 35    36-60    61-120  
          .5        1.0        1.5

121-180    181-240  
          1.9        2.3

241 and over  
          2.7

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

APPENDIX B  
SALARY SCHEDULE  
1990-1991

	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>
	<u>LESS THAN MASTER'S</u>	<u>MASTER'S DEGREE or EQUIV</u>	<u>MA+15 sh or EQUIV</u>	<u>MA+30 sh or EQUIV</u>	<u>MA+45 sh or EQUIV</u>	<u>MA+60 sh or EQUIV</u>
MINIMUM	22,125	24,975	25,425	25,875	26,325	26,775
MARKET LINE	29,500	33,300	33,900	34,500	35,100	35,700
MAXIMUM	38,350	43,956	45,426	46,920	48,438	49,980

1991-92

	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>
	<u>LESS THAN MASTER'S</u>	<u>MASTER'S DEGREE or EQUIV</u>	<u>MA+15 sh or EQUIV</u>	<u>MA+30 sh or EQUIV</u>	<u>MA+45 sh or EQUIV</u>	<u>MA+60 sh or EQUIV</u>
MINIMUM	23,445	26,520	26,970	27,420	27,870	28,320
MARKET LINE	31,445	35,360	35,560	36,560	37,160	37,760
MAXIMUM	40,638	46,675	48,186	49,722	51,281	52,864

NOTE: The market line was determined through a minimum, maximum and midpoint comparison of the following Michigan community colleges: Kellogg, Grand Rapids, Jackson, Monroe, Mott and Muckegon.

The 1991-92 salary structure is based on six (6) percent, on average, increase in the market line over 1990-91 .

Minimums for both years are calculated at seventy-five (75) percent of the market line. Maximums are calculated at 130% for column I, 132% for column II, 134% for column III, 136% for column IV, 138% for column V and 140% for column VI, as a proportion of the market line.

APPENDIX B

3. Summer Term Compensation for Unit Members Only.

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

Full-Time Instructors. Compensation shall be \$450 per instructional unit for Summer 1991 and \$475 for Summer 1992. Instructional units shall be determined on the same basis used during the regular work year.

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

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

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

APPENDIX B

3. Summer Term Compensation for Unit Members Only.

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

Full-Time Instructors. Compensation shall be \$450 per instructional unit for Summer 1991 and \$475 for Summer 1992. Instructional units shall be determined on the same basis used during the regular work year.

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

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

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



APPENDIX C

FRINGE BENEFIT PROGRAM

I. INSURANCE

- A. Benefit Levels. The Employer will provide insurance benefits at the same or improved levels compared with the 1987-88 year. A flexible compensation program will be provided to bargaining unit members. The Employer will pay the full premium cost for the flexible compensation program, for the employee and eligible dependents, for benefits as specified in the following menu grid. As required by law, a Health Maintenance Organization (HMO) option is offered to employees as an alternative to the flexible compensation program. Members selecting the HMO option shall pay the difference in premium costs between the flexible compensation program and the HMO option, if any. Employees electing to remain with the MESSA SuperMed I health plan shall pay the difference in premium costs between the flexible compensation program and the Messa program, if any.
- B. Administration. The Employer will contract with an individual or a firm outside of the College to act as a third party administrator for the flexible compensation program.
- C. General Insurance Provisions.
1. Employer's Obligation. The Employer's obligation to contribute insurance premiums shall terminate at the end of the calendar month in which an employee last provides professional services except:
    - a. If an employee provides professional services for the full work year, the obligation shall terminate June 30; and
    - b. If an employee has agreed in writing to return for the new work year, the Employer agrees to continue its insurance obligations, provided, however, that if the employee terminates his employment in violation of such agreement, he shall reimburse the Employer for any unearned portion of the premiums so contributed.
  2. The Association agrees to cooperate with the Employer in order to discourage insurance coverage which will result in double coverage with no reasonable benefit to the insurer.

FLEXIBLE COMPENSATION MENU  
KALAMAZOO VALLEY COMMUNITY COLLEGE

BENEFIT

Benefit	Deductible:	*Deductible:	*A member selecting
Health Insurance	Deductible: \$ 50-Individual \$100-Family Coinsurance: 90% / 10% \$1000 max.	*Deductible: \$ 500-Individual \$1000-Family Coinsurance: 80% / 20% \$2000 max. + cash	this health plan or no health plan or entitled to a cash payment. \$3500 max. + cash
-----			
Vision Services Plan	Rider w/Health I	Rider w/Health II	Rider w/Health III
-----			
Dental Insurance	I 100% II 90% III 60% \$1000 Life ortho max. \$1000 yearly max.	* I 60% II 60% III 60% \$ 600 Life ortho max. \$1000 yearly max. + cash	*A member selecting this dental plan or no dental plan is entitled to a cash payment.
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Long Term Disability	66-2/3% 2,000 180 days elim.	70% 5,000 (Available for purchase)	- - - - -
-----			
Short Term Disability	Self-funded* 70% of base salary 30 day elim.		All faculty will donate 2 sick days to establish the STD pool.
-----			
Life Insurance	1 X earnings	2 X earnings (Available for Purchase)	3 X earnings (Available for Purchase)
-----			
Accidental Death & Dismemberment	Same as life option	Same as life option	Same as life option
-----			
Group Legal	Available for Purchase	Available for Purchase	Available for Purchase
-----			
Dependent Care Uninsured Health	Available for Purchase	Available for Purchase	Available for Purchase
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The Employer will pay the premium cost for benefits selected except for those noted as "Available for Purchase."

## II. TUITION REMITTANCE

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

Dependent Eligibility. A dependent of an employee may register for classes at the College provided that full tuition is paid at the time of registration. One-half ( $\frac{1}{2}$ ) of such tuition payments shall be remitted upon successful completion of each such class by the dependent.

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

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

LETTER OF UNDERSTANDING

Between the

Kalamazoo Valley Community College Faculty Association  
and  
Kalamazoo Valley Community College

The undersigned agree to form a committee in the Fall Semester of 1990 for the purpose of reviewing the College academic calendar. The committee will have representation from administration, faculty, staff and students.

The charge to the committee is to examine the merits of the present calendar and the merits and feasibility of any alternatives. Any proposed changes in the academic calendar will include length of semesters or terms, class hours, starting/ending dates, holidays, and such other items as can be expected to affect the feasibility of a change in the current calendar configuration.

The results of this committee's work shall be communicated jointly to the KVCC Faculty Association and the college President. If the recommendations result in a conflict with the existing KVCCFA/Board Agreement, such conflicts will be addressed during negotiations for the 1992-9X Agreement.

For the Association:

For the Employer:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Date

LETTER OF UNDERSTANDING

Between the

Kalamazoo Valley Community College Faculty Association  
and  
Kalamazoo Valley Community College

Whereas there were issues raised and discussed during the 1990 contract negotiation process concerning our mutual desire to facilitate quality and promote excellence, we therefore agree that the following items will be accomplished during the life of the new contract (1990-92) by appropriate representatives of the Association and the Employer.

1. Student evaluations will be conducted in each class, each semester, using a student evaluation form developed by the Faculty Chairs Evaluation Committee. An Association member from the Committee will be identified to communicate Committee activities/discussion to the Association.
2. The academic Deans may conduct classroom observations for full-time faculty members after giving twenty-four (24) hours notice to the faculty member.
3. The College is committed to individual faculty professional development and growth and will continue to commit funds and energy to this goal. To further this development and growth, the College will commit \$500.00 per faculty member to be assigned to the appropriate Dean/Assistant Vice President budgets.
4. A joint study group will be established to explore the available models for a faculty/student mentoring program with the goal of piloting such a program at the College.

It should be noted that nothing in this Letter of Understanding is intended to limit the work of the current Faculty Chairs Evaluation Committee, but to supplement and support the work of that Committee.

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING

Between the

Kalamazoo Valley Community College Faculty Association  
and  
Kalamazoo Valley Community College

Whereas both the above named parties recognize that all bargaining unit members are provided services by the bargaining unit, including contract negotiations and representation in the event of contract disputes, and whereas the provision of such services is possible through the financial support of bargaining unit members, we therefore agree to the following agency shop provisions. These provisions will take effect August 22, 1990 and will terminate upon the termination of the 1990-92 Agreement.

1. Except as provided in Section 5, below, each full-time faculty member shall, as a condition of employment on or before thirty (30) days from the date of initial employment, a) join the KVCC Faculty Association, or b) pay a Service Fee to the KVCC Faculty Association. Payroll deduction may be elected for either dues or Service Fees payment, pursuant to section 2.14 of the 1990-92 Agreement. In the event that a Service Fee is not paid directly to the Faculty Association nor authorized through payroll deduction, the Employer shall, pursuant to MCLA 408.77, MSA 17.277 (7) and at the request of the Faculty Association, deduct the Service Fee from the bargaining unit member's wages and remit the same directly to the Faculty Association.
2. The Service Fee shall not include amounts designated for political or ideological causes, support of political candidates, support for international efforts of any type, support for charitable contributions, organizing activities taken in an effort to acquire new bargaining units, unlawful job actions, or support of administrative activities/expenses which are not related to or germane to duties and objectives of the Association as the exclusive representative of bargaining unit employees.
3. Bargaining unit members who may be hired after the beginning of an academic year or whose employment terminates during an academic year shall be required to tender only a pro rate amount of the Service Fee.
4. The KVCC Faculty Association agrees to allow Service Fee payers the right to vote in any secret ratification vote pursuant to the Agreement.
5. The provisions of this letter of Understanding will apply only to those who become bargaining unit members after June 1, 1990.
6. The Faculty Association agrees to indemnify and save the Employer harmless from and against any and all claims, suits, and/or any other form of liability that may arise out of or by reason of any action taken by the Employer in reliance upon or in compliance with the terms and provisions of this Letter of Understanding. In addition, the responsibility to refund to bargaining unit members amounts erroneously deducted from their

salaries pursuant to salary deduction authorizations shall lie solely with the Faculty Association. The Faculty Association agrees to reimburse any Faculty member for the amount of any dues or Service Fee deduction which is by error in excess of the proper deduction, and agrees to hold the Employer harmless from all claims of excessive dues or Service Fee deductions.

\_\_\_\_\_  
for the Association

\_\_\_\_\_  
for the Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date