

**MASTER AGREEMENT  
BETWEEN  
GOGEBIC COMMUNITY COLLEGE  
AND THE  
MICHIGAN ASSOCIATION  
OF HIGHER EDUCATION  
GOGEBIC COMMUNITY COLLEGE DISTRICT  
2018-2019**

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1 **MASTER AGREEMENT**

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

5  
6 **ARTICLE I**

7 **Recognition**

8 A. The College hereby recognizes the Faculty as the exclusive bargaining representative, as defined in  
9 Section II of Act 366, Public Acts of 1947, for:

10 "All full-time and regular part-time daytime and evening on-campus and full-time off-campus  
11 instructional employees. This bargaining unit also includes the Nursing, Cosmetology, Vocational-  
12 Technical faculty, Librarians, Division Chairpersons, Health Service Officer, Counseling/Place-  
13 ment Officers, but also excluding all summer and part-time off-campus instructional faculty, Deans,  
14 all supervisory employees and all other employees. Also excluding faculty teaching nine (9) credit  
15 hours or less or twelve (12) contact hours or less each academic year with the exception of faculty  
16 listed under the terms of Appendix G."

17 B. The College agrees not to negotiate a contract with any individual instructor covered by this  
18 Agreement nor any other Faculty organization for the duration of this Agreement. This is not to be  
19 construed as prohibiting contracts where programs of special community interest or area services  
20 are initiated under sponsorship of the College.

21 C. Nothing in this Agreement shall be construed to deny or restrict to any instructor or the College any  
22 rights either may have under the applicable laws, rules or regulations. The rights granted to  
23 instructors in this agreement shall be deemed to be in addition to rights granted under appropriate  
24 Federal and Michigan laws.

25 D. In the event that any provision of this Agreement is or shall at any time be held contrary to law, all  
26 other provisions of this Agreement shall continue in full force and effect.

27 E. This Agreement shall supersede any rules, regulations, or practices of the College which shall be  
28 inconsistent with its terms.

1 **ARTICLE II**

2 **Agency Shop Clause**

3 A. In accordance with the terms of this Article, each Instructor in the bargaining unit within thirty (30)  
4 days of employment shall, as a condition of employment, join the Faculty or pay a Service Fee to  
5 the Faculty. (For the purposes of this Article the word "Instructor" shall be defined as an employee  
6 of the College who is exclusively represented by the Faculty as defined in Article I of this  
7 Agreement).

8 B. **Faculty Members.** Instructors assigned to the bargaining unit shall pay dues to the Faculty in  
9 accordance with its policies and procedures.

10 C. **Service Fee Payers.** Instructors not joining the Faculty shall pay a Service Fee to the Faculty as  
11 determined in accordance with the Michigan Education Association Policy and Procedures  
12 Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be  
13 exclusive, and unless and until the procedures set forth therein have been availed and exhausted, all  
14 other administrative and judicial procedures shall be barred.

15 D. **Non-Payment of Dues or Service Fees.** If an Instructor does not pay the appropriate amount of  
16 dues or service fee to the Faculty, upon written notification by the Faculty, the College shall deduct  
17 the amount from the Instructor's wages and remit same to the Faculty.

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

22 E. **Payroll Deduction.** Upon written authorization by an Instructor or pursuant to Paragraph D of this  
23 Article, the College will deduct the appropriate amount of the dues or service fees from the  
24 Instructor's wages. The deductions will be made in equal amounts from the paychecks of the  
25 Instructor, with the first pay following receipt of the written authorization from the Instructor or the  
26 Faculty and continuing through the last pay period in June of each year. Moneys so deducted will  
27 be transmitted to the Faculty, or its designee, no later than twenty (20) days following each  
28 deduction.

29 F. **Save Harmless Clause.** In the event of legal action against the College brought in a court or  
30 administrative agency because of its compliance with this Article, the Faculty agrees to defend such  
31 action, at its own expense and through its own counsel, provided:

- 32 1. The College gives timely notice of such action to the Faculty and permits the Faculty  
33 intervention as a party if it so desires, and
- 34 2. The College gives full and complete cooperation to the Faculty and its counsel in securing  
35 and giving evidence, obtaining witnesses, and making relevant information available.

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

5 G. Sections B, C, and D of this article are unenforceable under current law and therefore will not be  
6 continued. If future legislation or court rulings make these sections enforceable, then they will be  
7 reinstated as part of this agreement.

8

1 **ARTICLE III**

2 **Bargaining Agreement**

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

- 4 1. It is agreed that all bargaining shall be in good faith, and the respective negotiating  
5 committees shall work diligently to formulate an Agreement as expeditiously as possible.
- 6 2. Although it is recognized that both Committees are required to gain final approval by the  
7 majority of their respective groups, it is understood that in no way should foreknowledge of  
8 such requirement impede the progress made by both Committees.
- 9 3. It is further understood that each Committee shall endeavor to encourage its respective group  
10 to accept such recommendations as are made by the Committees as soon as mutual agreement  
11 between the Committees is reached.
- 12 4. Upon ratification of the Agreement by the respective memberships, appropriate individual  
13 contracts, in accordance with the Agreement and College policy, will be presented for proper  
14 signatures.
- 15 5. This Agreement will not be effective until ratified by a majority of the membership of the  
16 Faculty and approved by the College.
- 17 6. The provisions of this Agreement will be in force from August 16, 2018, to August 15, 2019.
- 18

1 **ARTICLE IV**

2 **Rights of the College**

3 A. The College, by its own volition and in accordance with the mandate of the electors of the District,  
4 hereby retains and reserves unto itself all power, authorities and duties conferred upon it by the  
5 statutes and the Constitution of the State of Michigan and the statutes and the Constitution of the  
6 United States of America.

7 B. Among the rights and responsibilities are included as deemed necessary and advisable the College:

8 1. To manage and administer control of its properties, facilities, and employees.

9 2. To hire, pay, retain, promote, demote, discipline and dismiss its employees.

10 3. To recommend individual courses and programs of instruction, including special programs,  
11 maintain the College buildings, equipment, and instructional equipment, to provide materials,  
12 equipment and non-teaching services to conduct the College, to provide for the development  
13 and utilization of its facilities, to provide for the athletic, recreational, cultural, and social  
14 events for the people served.

15 4. To establish through the administrative personnel, class schedules, the duties, responsibilities,  
16 and assignments of Faculty and other employees, and criteria and qualifications for other  
17 contractual services and special programs. The assignment of overload is the sole  
18 responsibility of the Administration of the college.  
19

1 **ARTICLE V**

2 **Instructor Rights**

- 3 A. Pursuant to Act 336 of the Public Acts of 1947, the College hereby agrees that every Instructor  
4 employed by the College shall have the right to freely organize, join, and support the Faculty for the  
5 purpose of engaging in collective bargaining or negotiations and other concerted activities for  
6 mutual activities and protection. As a duly elected body exercising governmental power under  
7 intent of law of the State of Michigan, the College undertakes and agrees that it will not directly or  
8 indirectly discourage or deprive or coerce any Instructor in the enjoyment of any rights conferred  
9 by Act 336 as amended or other laws of Michigan or the Constitutions of Michigan and the United  
10 States; that it will not discriminate against any Instructor with respect to hours, wages, or any terms  
11 or conditions of employment by reason of his or her membership in the Faculty, his or her  
12 participation in any activities of the Faculty or collective professional negotiations with the College,  
13 or his or her institution of any grievance, complaint, or proceeding under this Agreement or  
14 otherwise with respect to any terms or conditions of employment and citizenship.
- 15 B. The Faculty and its members shall have the right to use College building facilities in accordance  
16 with College policy at reasonable hours for meetings. No Instructor shall be prevented from  
17 wearing insignia, pins, or other identification of membership in the Faculty, either on or off College  
18 premises. Bulletin boards and other established media of communication shall be made available to  
19 the Faculty and its members for reasonable Faculty business.
- 20 C. The College agrees to make available to the Faculty in response to reasonable requests from time to  
21 time available public information under College policy concerning the financial resources of the  
22 district, budgetary requirements and allocation and other such non-privileged information relevant  
23 to collective bargaining, including overload pay of employees within the bargaining unit and  
24 imprested fund reports, as will assist the Faculty in developing intelligent, accurate, informed and  
25 constructive proposals on behalf of the instructors and their students and on behalf of the Gogebic  
26 Community College. The Faculty shall reimburse the College for reasonable expenses incurred in  
27 furnishing information or making records available.
- 28 D. An Instructor shall be notified of any meeting of a disciplinary nature and shall be entitled to have  
29 present a representative of the Faculty when he/she is being disciplined, for any infraction of rules  
30 or delinquency in professional performance. This, however, does not preclude the discussion of  
31 problem areas that do not require disciplinary action. When a request for such representation is  
32 made, no further action shall be taken with respect to the Instructor until such representative of the  
33 Faculty is present, provided such time shall not exceed three (3) hours or at a mutually agreeable  
34 time after occurrence of the incident.
- 35 E. All Instructor evaluations will be conducted according to policy jointly formulated or amended by  
36 the Administration and the Faculty, subject to approval of the College. The primary purpose of



1 evaluation is for the improvement of instruction, and direction and assistance of the Instructor in a  
2 constructive manner.

3 The following procedure will be used for evaluation:

- 4 1. Each Faculty member shall maintain a portfolio providing evidence of successful professional  
5 academic performance. The three areas of professional academic performance are:
  - 6 a.) Teaching/Instruction
  - 7 b.) Professional Development and Scholarly Activity
  - 8 c.) Institutional Involvement and Community Service
- 9 2. During the first year of employment, the Faculty member will work with the Division Chair  
10 and the Dean of Instruction to build their professional performance portfolio and identify any  
11 areas that need improvement. The professional performance portfolio will be completed and  
12 submitted to the Dean of Instruction by the end of the first year of employment. The Dean of  
13 Instruction will conduct at least two direct observations of the Faculty member's instruction  
14 during the first year.
- 15 3. By the beginning of the second year of employment, a corrective action plan will be  
16 developed by the Dean of Instruction, Program Administrator, and the Faculty member for  
17 any area(s) identified as needing improvement. This plan will be specific, attainable, and  
18 contain a timetable. The plan will be reviewed at midyear and evaluated at the end of the year  
19 by the Dean of Instruction and the Faculty member. The Dean of Instruction and Program  
20 Administrator will conduct at least two direct observations of the Faculty member's  
21 instruction during the second year.
- 22 4. The professional academic performance portfolio will be reviewed by the Dean of  
23 Instruction, Program Administrator, and the Faculty member before the end of the second  
24 year of successful employment. A corrective action plan will be developed by the Dean of  
25 Instruction, Program Administrator, and the Faculty member for any area(s) identified as  
26 needing improvement. This plan will be specific, attainable, and contain a timetable. The plan  
27 will be reviewed midyear and evaluated at the end of the year by the Dean of Instruction and  
28 the Faculty member.
- 29 5. The professional academic performance portfolio will be reviewed by the Dean of  
30 Instruction, Program Administrator, and the Faculty member before the end of the third year  
31 of successful employment. A corrective action plan will be developed by the Dean of  
32 Instruction, Program Administrator, and the Faculty member for any area(s) identified as  
33 needing improvement. This plan will be specific, attainable, and contain a timetable. This  
34 plan will be reviewed midyear and evaluated at the end of the year by the Dean of Instruction,  
35 Program Administrator, and the Faculty member. The Dean of Instruction or Program

- 1 Administrator will conduct at least two direct observations of the Faculty member's  
2 instruction during the third year.
- 3 6. After the third year of successful employment, a professional development collection  
4 including but not limited to current CV, professional goals to further academic development,  
5 and updated licensures or credentials will be reviewed by the Dean of Instruction, Program  
6 Administrator, and faculty member on a regular predetermined schedule.
- 7 7. Any professional development costs required to meet the goals of a corrective action plan  
8 will be paid for by the College.
- 9 8. If the Faculty member, Dean of Instruction, and Program Administrator cannot reach  
10 agreement on any corrective action plan, the President of the College will resolve the dispute.  
11 The Faculty member may add an addendum to any corrective plan where there is a dispute.
- 12 9. Instructors, upon request, will be given access to review their personnel file, with the  
13 exception of confidential pre-employment information. The Instructor shall receive a copy of  
14 all evaluation materials placed in the file at the time they are placed therein.
- 15 10. Personnel files are confidential and are available only to the President, Director of Human  
16 Resources and appropriate Dean (not Secretaries). The Instructor shall be allowed to review  
17 his or her personnel file by prior appointment with his or her representative present. The  
18 Instructor shall be required to furnish the administrator with written authorization allowing  
19 the representative to review his or her file.

20

1 **ARTICLE VI**

2 **Employment Policies and Practices**

3 A. The College and Administration will give reasonable support and assistance to Instructors in  
4 carrying out their contractual duties.

5 B. Complaints made against any Instructor shall be promptly called to the attention of the Instructor.  
6 The Administration shall not use any complaint not brought to the attention of the Instructor in any  
7 evaluation or disciplinary action.

8 **C. Probationary Instructors**

9 1. All new Instructors will be on an annual probationary contract. During this probationary  
10 period, an Instructor will be provided with guidance, assistance and recommendations for  
11 improvement. After three (3) years of successful full-time teaching, an Instructor will be  
12 recommended for a continuing contract by the respective Dean to the President, subject to  
13 approval by the Board of Trustees. After successfully completing ninety (90) credits of  
14 teaching or 108 contact hours, a part-time instructor will be recommended for a continuing  
15 contract by the respective Dean to the President, subject to approval by the Board of Trustees.

16 2. The probationary teacher will be notified in writing by April 1st of each year whether he or  
17 she will be re-hired or terminated.

18 3. Part-time employment not in the bargaining unit shall not be considered as part of the  
19 probationary period.

20 4. A probationary Instructor denied renewal of his or her probationary contract for the following  
21 year or denied a continuing contract at the end of the third year will be given from the  
22 appropriate Dean a statement of the reasons for the denial. The Instructor may then file a  
23 grievance of the decision to the President in writing within five (5) days, in accordance with  
24 the grievance procedure through Steps III. Non-renewal or denial of a continuing contract to a  
25 Probationary Instructor shall not be subject to arbitration. The Arbitrator shall have no  
26 authority to render any decision regarding the termination of employment of a Probationary  
27 Instructor.

28 5. The President may temporarily suspend with pay any Instructor pending a final decision by  
29 the College.

30 **D. Continuing Contract Instructors**

31 1. An Instructor on continuing contract who has not reached retirement age shall not be refused  
32 employment or dismissed or denied any economic advantage or discharged except for just  
33 cause.

34 2. The President may temporarily suspend with pay an Instructor pending a final decision by the  
35 College.

36

1    **E.    Employment Reduction or Termination Procedures For Other Than Cause**

- 2           1.    Whenever it is necessary to decrease the size of the staff because of insufficient funds or  
3           substantial decrease in student population, or discontinuance or retrenchment of areas of  
4           curriculum, the Administration will provide the affected Instructor with written notice of  
5           potential change of status. The affected Instructor may exercise his/her rights under this  
6           agreement to maintain his/her status. If after ten (10) working days the Instructor is unable or  
7           chooses not to maintain his/her status, upon recommendation of the President, the College  
8           may cause the Instructor to be reduced in status or placed on leave of absence without pay.  
9           The Instructor will receive a minimum of sixty (60) days notice of change in status. When  
10          and if circumstances shall be appropriate, each Instructor placed on leave of absence will be  
11          reinstated if the offer is accepted within fourteen (14) calendar days after the official offer is  
12          made. An employee placed on leave of absence is subject to recall for a period not to exceed  
13          three (3) years. Such re-employment shall not result in loss of status or credit for previous  
14          years of service.
- 15          2.    The following shall be considered in the laying off or placing a full-time Instructor on part-  
16          time status: length of service in the district and academic qualifications. If academic  
17          qualifications for classes to be taught are equal, the Instructor with the longest continuous  
18          service in the district will be retained. All administrative efforts will be made to keep the  
19          Instructor's assignment on the main campus.
- 20          3.    Instructors contemplating change or termination of employment shall tender notification to  
21          the President in writing by April 1st; except under mutual agreement this deadline may be  
22          extended to June 30th.
- 23          4.    The College agrees that full-time Instructors who are qualified will be assigned off-campus  
24          classes in order to provide those Instructors a full load.

25    **F.    Duties and Responsibilities**

- 26          1.    Instructional personnel shall cooperate with Division Chairpersons, Deans and  
27          Administrators in providing instruction commensurate with the objectives of the College.  
28          Each Faculty member shall be free to use methods and devices to present instructional  
29          material in the most effective manner, consistent with recognized professional practices, and  
30          will cooperate in planning of programs and courses which are essential in the College-wide  
31          offerings.
- 32          2.    Faculty members are expected to participate in academic advisement, curriculum planning,  
33          and other duties generally considered as a part of the professional duties of faculty personnel  
34          (e.g., registration, convocations and commencement, etc.). Faculty members are also  
35          required to participate in one active committee per academic year as part of their professional  
36          duties outside of any advisory committee meetings.

1           3. Faculty members are expected to attend all scheduled faculty and all staff meetings, unless  
2           specifically excused by the Administrator in charge.

3           4. Faculty members are required to maintain and post a minimum of five (5) office hours per  
4           week. The faculty schedule and office hours must be submitted to the Dean of Instruction  
5           within the first week of classes.

6 G. Where an Instructor agrees to teach another class and said class is canceled for any reason or is not  
7           offered in subsequent semesters or years, the Instructor shall have the right to bump into his/her  
8           former assignment and schedule.

9 H. **Seniority**

10          1. Seniority is defined as the total number of years an instructor is employed by the College in a  
11           bargaining unit position. Part-time instructors shall accrue seniority on a pro rata basis based  
12           on their annual load.

13          2. Seniority shall continue to accrue during a leave of absence defined in Article VIII.

14

1 **ARTICLE VII**

2 **Vacancy Qualifications**

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

1 **ARTICLE VIII**

2 **Leaves**

3 **A. Death or Illness in the Family**

- 4 1. Instructors absent from duty on account of death or critical illness in the immediate family  
5 shall be entitled to a maximum of three (3) days leave, without loss of pay, per year and the  
6 absence beyond this time must be approved by the appropriate Dean. *Immediate family* shall  
7 include: father, mother, son, daughter, wife, husband, brother or sister, father-in-law, mother-  
8 in-law, son-in-law, daughter-in-law, regardless of residence.
- 9 2. Instructors absent from duty on account of the death of other relatives shall be entitled to one  
10 (1) day leave of absence at any one time at full pay and the absence shall not be deducted  
11 from the accumulated sick leave. *Other relatives* shall include: grandfather, grandmother,  
12 grandchild, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, or just cousin. If the  
13 *other relative* lives in the home of the Instructor, such death shall be treated the same as that  
14 of the *immediate family* and Paragraph A.1. will be applied.
- 15 3. In case more time is necessary under Paragraph A.1. and A.2. because of distance involved or  
16 other unusual circumstances, additional time may be granted with the approval of the  
17 appropriate Dean. In appropriate situations, approval will not be withheld.

18 **B. Jury Duty**

- 19 1. An Instructor who is summoned to jury duty shall be excused from work for jury duty; if an  
20 Instructor is subpoenaed as a witness by anyone empowered by law to compel attendance by  
21 subpoena, he or she shall be excused from work. Such Instructor shall be paid the difference  
22 between his or her regular pay and the fee he or she receives for acting as a juror or witness.  
23 Such leave shall not be deducted from any other leave covered in this agreement. The College  
24 reserves the right to request the court to excuse the Faculty member from jury duty when his  
25 or her absence works a hardship on the College.

26 **C. Sick Leave**

- 27 1. Full-time Faculty members shall be credited with eleven (11) sick leave days per contract  
28 year for absence due to personal illness or injury which will be accumulated from year to year  
29 to a total of one hundred sixty (160) days. No payment will be made for unused sick leave.  
30 Sick leave shall be prorated for Instructors engaged after the beginning of the year and part-  
31 time Instructors.
- 32 2. Illness which extends beyond the leave accumulated by the Instructor shall be reviewed by  
33 the appropriate Dean and President of the College. At its discretion, the College, acting on the  
34 recommendation of the Dean and President, may grant a leave of absence or make any other  
35 mutually agreed upon arrangement between the Dean and President, College, and the  
36 Instructor.

- 1           3.    A female Instructor may utilize accumulated sick leave for pay purposes during a period of  
2            disability due to pregnancy when the College receives medical evidence certifying the  
3            disability. The College reserves the right to establish the actual period of disability with the  
4            medical evidence.
- 5           4.    The College shall furnish each Instructor with a balance statement of accrued sick leave at the  
6            beginning of each contract year.

7   **D.   Sick Leave Bank**

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

- 13   1.    The assets of the Sick Leave Bank shall be used for illness or disability of a bargaining unit  
14        member only.
- 15   2.    Illness or disability may be subject to medical verification by either the Faculty designee or  
16        the College designee.
- 17   3.    No Instructor shall be entitled to the assets of the Sick Leave Bank until three (3) work days  
18        after use of the Instructor's last individual accumulated sick leave day.
- 19   4.    Sick Leave Bank days shall not be utilized beyond the academic year in which his or her  
20        accumulated sick leave is exhausted.
- 21   5.    Additional policies and procedures not in conflict with this article shall be ratified by both the  
22        College and the Faculty
- 23   6.    Part-time Instructors shall also be required to donate one (1) full sick leave day to the Bank.  
24        The part-time instructor may then withdraw days from the Bank on a prorated basis according  
25        to his/her work schedule.
- 26   7.    Days that are placed into the Bank shall not be removed from the Bank for any other reason  
27        than stated in this section.

28   **E.   Leaves to Attend Professional Meetings**

- 29   1.    The College shall establish and maintain a travel and conference fund using as a budget  
30        guideline an amount of at least one hundred dollars (\$100) per full-time Instructor; said funds  
31        to be allocated among the divisions according to the number of full-time Instructors in each  
32        Division.
- 33   2.    The College, upon the recommendation of the President of the College, will approve the  
34        attendance of an Instructor at special conferences and meetings. The Instructor will be  
35        reimbursed for his or her expenses (including tuition) according to policy established by the  
36        College. The Instructor, upon returning from a conference or meeting, will file with the



1 President of the College a written report on the activities of the Conference or meeting with  
2 any recommendations. An accounting of all expenses incurred should also be presented on an  
3 expense form provided by the office. At the next meeting of the College, the President of the  
4 College will make the necessary report and recommend proper disposition.

- 5 3. The Instructor who is to be absent shall be responsible for making advance arrangements for  
6 his or her classes. The appropriate Dean must give approval to the arrangements made.

7 **F. Personal Leave**

- 8 1. Two (2) days of paid personal leave per academic year shall be granted annually to all full-  
9 time Instructors, provided it shall not be on the day before or after a school holiday, vacation  
10 period, or other school recess. Instructors contracted for less than full-time but at least three-  
11 fifths time or more will be granted one (1) day of paid personal leave. Substitute or part-time  
12 employees will not be eligible for any paid personal leave days.
- 13 2. It is agreed that paid personal days used by Instructors shall be deducted from the Instructor's  
14 sick leave accumulation.
- 15 3. Application for paid personal leave shall, except in emergencies, be made to the appropriate  
16 Dean at least three (3) days prior to the date of such leave on a form provided by the Board,  
17 which is attached hereto as Appendix A.
- 18 4. A verbal request will be considered if the emergency is of a nature to make advance request  
19 impossible, but must be reduced in writing upon return to work.
- 20 5. No more than fifteen percent (15%) of the Faculty entitled to use personal leave days may use  
21 their personal leave day on any one day. The granting of personal leave days shall be based  
22 on a first requested, first served basis.
- 23 6. Subject to Provisions 1-5 above, an Instructor may opt to accumulate personal days from year  
24 to year to a maximum of five (5) days. Instructors utilizing accumulated days under this  
25 Section 6 shall be responsible for ensuring the continued educational process for his/her  
26 students by making arrangements to have his/her classes and course content covered.
- 27 7. For 2016/17 only, each faculty member will receive one extra personal leave day for  
28 participating in a Professional Development Day in August 2016.

29 **G. Professional Leave of Absence**

- 30 1. Leave of absence may be granted for purposes of professional advancement subject to  
31 approval by the College upon the recommendation of the President of the College, when in  
32 their judgment, the professional competence of the Instructor and the general welfare of the  
33 College shall be benefited. Such leave shall not be less than one (1) semester; not more than  
34 two (2) consecutive semesters at any one time, and shall be without pay.
- 35 2. To be eligible for application for professional leave, the Instructor must have satisfactorily  
36 fulfilled the three-year conditional basis for employment. Application for professional leave

1 must be filed with the President of the College. The due date of such application shall be  
2 March 1st for leaves beginning with the first semester, and October 15th for leaves beginning  
3 with the second semester. The Administrator shall inform the applicant in writing that the  
4 request is granted or rejected within sixty (60) days after the due date for filing the  
5 application. Within fifteen (15) days following the approval of an application for professional  
6 leave, the applicant must indicate his or her acceptance or rejection of the leave requested. A  
7 plan for the leave period shall be filed with the President of the College.

- 8 3. The Instructor shall be reinstated following his/her leave of absence in a position determined  
9 by his/her qualifications and the needs of the College. The Instructor may be placed on the  
10 salary schedule in the same classification as he/she would have been if not on leave of  
11 absence.

12 **H. Community Service Leave**

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

18 **I. General Provisions**

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

24 **J. Parental Leave Bank**

25 Parental Leave includes maternity, paternity, and adoption leave. A Parental Leave Bank shall be  
26 established by Faculty members voluntarily donating up to 10 sick leave days from his/her  
27 accumulation of sick leave. The Parental Leave Bank shall have a maximum of 40 days. Faculty  
28 members are eligible for 10 days of paid Parental Leave to be deducted from the bank with a child  
29 is born or come under his/her primary care. These days do not have to be repaid to the bank.  
30 Faculty members are eligible after completing 1 year of employment at the College. The Parental  
31 Leave Bank shall be administered by one designee of the Faculty and one designee of the College.  
32  
33

1 **ARTICLE IX**

2 **Communication Procedures**

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

11

1 **ARTICLE X**

2 **Grievance Procedure**

3 A. The grievance procedure shall be as follows:

4 **Step I: Initial Informal Procedure.** In the event that an Instructor believes there is a basis for a  
5 grievance in relation to his or her rights under terms of the existing Collective Bargaining  
6 Agreement, or in the event that a representative of the Faculty believes there is a basis for a  
7 grievance in relation to application of the terms of the existing Collective Bargaining Agreement,  
8 the grievant shall first discuss the alleged grievance with the Dean or other administrator  
9 immediately responsible. The Instructor may be accompanied by a representative of the Faculty if  
10 he or she desires. The Faculty shall have no right to initiate a grievance involving the right of an  
11 Instructor or group of Instructors without his/her or their expressed approval in writing.  
12

13 **Step II: Formal Filing-Faculty Grievance Committee.** If the alleged grievance is not resolved at  
14 Step I, within (10) working days (defined as Monday to Friday inclusive, excluding recognized  
15 legal holidays) following the Step I meeting, the grievant shall start formal procedures by stating  
16 the grievance in writing on a form available from the Faculty, and the form shall be filed and  
17 delivered to the Dean or other administrator concerned along with a copy to the Faculty Executive  
18 Committee. Any formal grievance must be filed within twenty (20) working days of the occurrence  
19 or awareness giving rise to the grievance. Within five (5) working days from the delivery of a  
20 formal grievance, the Dean or other administrator shall meet with the Faculty's Grievance  
21 Committee. The Faculty's Grievance Committee shall be a three-member committee selected from  
22 active members following established selection procedures. Within five (5) working days after such  
23 meeting, the Dean or other administrator shall deliver a written disposition of the grievance to the  
24 Faculty's Grievance Committee. Within five (5) working days after receiving the administration's  
25 written disposition, the Faculty's Grievance Committee shall meet and discuss whether or not to  
26 dismiss the grievance or to proceed to Step III. The Faculty's Grievance Committee shall note its  
27 decision in writing on copies of the grievance form and the administrative disposition and deliver  
28 the writing to the President of the College within five (5) working days of its meeting.  
29

30 **Step III: President.** If in Step II the Faculty's Grievance Committee decides to proceed to this Step,  
31 within seven (7) working days of receipt of the Faculty's Grievance Committee decision in Step II,  
32 the President of the College or his or her delegate shall meet with the Faculty's Grievance  
33 Committee. Within seven (7) working days after such meeting, the President shall deliver a written  
34 disposition of the grievance to the Faculty's Grievance Committee. Within five (5) working days  
35 of receipt of the President's disposition, the Faculty's Grievance Committee shall again meet and

1 then has the sole right to dismiss the grievance or consider the grievance not resolved at this Step  
2 by delivering a written decision to the President.

3  
4 **Step IV: College Grievance Committee.** If the grievance is not resolved at Step III, within twenty  
5 (20) days of receipt of the Faculty's Grievance Committee's decision in Step III, the grievance shall  
6 be referred in writing by the President or the Faculty Grievance Committee to a College Grievance  
7 Committee, comprised of the Dean or other administrator relative to the grievance, the President of  
8 the College, and three (3) members of the Board of Trustees and this committee shall meet with the  
9 Faculty's Grievance Committee to privately consider and discuss the grievance. After assessing the  
10 grievance and reviewing all parties' positions, within ten (10) days after the date of the meeting, the  
11 College Grievance Committee shall render a decision, via the President, and present it in writing to  
12 the Faculty's Grievance Committee.

13  
14 **Step V: Arbitration.** If the grievance is not resolved at Step IV, within seven (7) working days the  
15 Faculty's Grievance Committee shall have the sole right to request in writing of the President that  
16 the grievance be submitted to arbitration. If the parties cannot agree on the selection of the  
17 arbitrator within five (5) working days after such request, an arbitrator shall be selected in  
18 accordance with the rules and procedures of the American Arbitration Association.

- 19  
20 B. If any of the time requirements of the above procedures are not met, the grievance shall be  
21 automatically moved to the next step. The time requirements shall be strictly observed, but may be  
22 waived or extended by written agreement of the parties.
- 23  
24 C. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement.  
25 Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may  
26 be entered in any court of competent jurisdiction.
- 27  
28 D. Fees and expenses of the arbitrator shall be shared equally by the parties.
- 29

1 **ARTICLE XI**

2 **Miscellaneous Provisions**

- 3 A. The College will pay for any physical examinations for initial hiring using the physician designated  
4 by the College.
- 5 B. The Instructors will be notified of their class schedules as soon as reasonably possible prior to the  
6 beginning of each semester.
- 7 C. In the event that a College car is not available for transportation purposes and the Instructor must  
8 use his or her personal automobile, mileage will be paid at the College-approved rate, but never less  
9 than the IRS rate as established on Form 2106 for income tax purposes.
- 10 D. Copies of this agreement shall be printed at the expense of the College and presented to all  
11 Instructors now employed or hereafter employed by the Board.
- 12 E. The College shall notify the Faculty prior to any College action concerning amendment, deletion  
13 and/or modification of the Early Retirement Policy.
- 14 F. With College approval, an Instructor may enroll in a class or program offered by the College or  
15 other institution of higher education, provided it is determined to benefit the Instructor's classroom  
16 performance. The College shall reimburse the Instructor the cost of books, tuition and lab fees,  
17 subject to the limitations of the budget established in Article VIII, Leaves to Attend Professional  
18 Meetings, Paragraph 1.
- 19 G. All agreements for stipends must be provided in writing, including the scope of the work and  
20 compensation, before the work begins (i.e. the beginning of the academic year or semester).
- 21 H. Counselor's work hours will follow the non-affiliated staff work hours.
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**ARTICLE XII**  
**2018/2019 Faculty Salary Schedule**

BA+ 30	2018-19		BA or Less	2018-19		
STEP			STEP			
Initial step	\$	46,616	Initial Step	\$	39,624	
1	\$	48,928	1	\$	41,589	5.00%
2	\$	51,244	2	\$	43,557	4.70%
3	\$	53,560	3	\$	45,526	4.50%
4	\$	55,881	4	\$	47,499	4.30%
5	\$	58,192	5	\$	49,463	4.10%
6	\$	60,509	6	\$	51,433	4.00%
7	\$	62,930	7	\$	53,490	4.00%
8	\$	65,447	8	\$	55,630	4.00%
9	\$	68,065	9	\$	57,855	4.00%
10	\$	71,287	10	\$	60,669	4.70%

All faculty will move one step on the salary schedule. Those who are at step 10 will be given a 2% increase of the base pay for longevity for 2018-2019, which will permanently be part of their base pay.

- A. Instructors with 30 semester hours (or equivalent quarter or trimester hours) beyond a Master’s Degree shall receive an additional \$1,000 in annual salary.
- B. Instructors with twenty (20) or more years of service with the College shall receive an additional \$1,000 in annual salary.
- C. Each Nursing Instructor’s teaching load shall be determined totaling the contact hours worked during the regular academic year plus those worked during the summer session. The Nursing Instructor shall be compensated for contact hours in excess of thirty-six (36) according to Article XV, Paragraph C. For 2018/2019 only, a stipend of \$700 per instructor will be added for each NUR course where enrollment exceeds 40 students.
  - 1. Fringe benefits will be prorated using contact hours generated during summer and regular academic year.
  - 2. Paragraph I of this Article does not apply to Nursing Instructors.
- D. The Cosmetology Instructor shall receive compensation during the summer session on a credit hour proration basis of his or her annual salary.

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

- 1 E. Non-teaching Instructors covered by this Agreement shall be assigned a regular work load of forty  
 2 (40) hours per week, exclusive of lunch hour, during the regular academic calendar year.  
 3 Assignments in excess of the regular academic calendar shall be paid at their regular hourly rate  
 4 (their base annual salary divided by 1424) for all scheduled hours worked under the extended  
 5 contract. The schedule of hours to be worked shall be established prior to the end of the regular  
 6 academic year by the immediate supervisor, on a weekly basis. The total contract work period  
 7 (regular college academic year and extended contract period) shall not be in excess of ten (10)  
 8 months, except by mutual agreement.
- 9 1. Sick leave credits for work beyond a regular academic year shall be prorated and added to the  
 10 Instructor's regular accumulation.
  - 11 2. The regular work load for the Health Service Officer shall be three (3) hours per day,  
 12 exclusive of lunch hour, and shall be compensated for at the rate of three-eighths (.375) of the  
 13 step on the salary schedule.
  - 14 3. Employment of non-teaching Instructors will be for the regular school year only. Work  
 15 assignments in excess of regular calendar year will be with the recommendation of immediate  
 16 supervisor and approval of the College.
  - 17 4. The following positions will not be included in the calculations as part of a regular teaching  
 18 load beginning with the 2006-07 academic year. The compensation for these positions will be  
 19 the following:
    - 20 Intramural Director ....2 contact hours per semester
    - 21 Athletic Director .....3 contact hours per semester
    - 22 Basketball Coach .....4 contact hours per semester
- 23 F. Division Chairpersons shall be appointed by the President on an annual basis. Each Division  
 24 Chairperson shall receive two thousand dollars (\$2,000) per academic year as extra compensation.  
 25 In addition, the Chairperson shall receive fifty dollars (\$50) extra compensation for each assigned  
 26 Instructor to his or her division.
- 27 G. Instructors may receive additional compensation or release time for certain extracurricular  
 28 activities. Special duties such as inter-collegiate sports, student government, clubs, drama, and other  
 29 activities the College deems necessary are subject to this provision. The compensation or release  
 30 time shall be established by the Dean of Student Services and the Instructor involved. No person  
 31 shall suffer a reduction in compensation for extracurricular activities unless specifically agreed to  
 32 by the individual.
- 33 H. On-campus day or evening classes taught by part time instructors shall be paid at a pro rata basis  
 34 according to the salary schedule.
- 35 I. Fees paid directly to the College for credit by examination, Cosmetology examinations for prior  
 36 learning, and any other testing conducted by faculty outside of normal credit based instruction



1           whereby the college receives a fee, shall be shared equally by the College with the Instructor  
2           conducting the examination.

3    J.    The Instructor's contractual salary shall be the salary on the salary schedule, plus longevity pay.

4    K.    Full-time instructors will move a full step on the salary schedule each year. Part-time instructors  
5           shall move a full step on the salary schedule after they accumulate thirty (30) credits or thirty-six  
6           (36) contact hours of seniority.

7    L.    Compensation for summer classes shall be as follows:

8           Instructors will be compensated at a rate of 1.5% per contact hour multiplied by the instructor's  
9           base salary.

10   M.   Faculty members who elect to teach at the Department of Corrections shall be paid a one-time \$750  
11           stipend. If the faculty member elects to drive his/her own vehicle, they shall be paid an additional  
12           \$150/per credit.

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**ARTICLE XIII**

**Salary Provisions and Procedure**

- A. 1. The following classifications and descriptions will be used for initial placement and subsequent movement within the salary schedule. Initial placement and subsequent movement on the salary schedule will be based upon the individual's degree, approved credit hours and experience. No more than six (6) years of out-of-system experience shall be permitted when initially placing an individual within the salary schedule.
2. Experience shall be defined as follows: verifiable out-of-system professional work, and/or teaching experience that is relevant to the appropriate position. This experience may be given credit equivalency by the appropriate Dean. Any such decision shall be neither precedential nor grievable. The agreement shall be reduced to writing and a copy of the agreement shall be placed in the personnel file of the Instructor.
3. *Work experience* shall refer to full-time employment in the area of specialization excluding teaching experience. All experience shall be verified and documented.
4. *Approved credit hours* shall include courses:
- a. Graduate courses directly related to the teaching assignment.
  - b. Courses required by the degree-granting institution for completion of the advanced degree.
  - c. Courses that assist the Employee in improving instructional skills.
  - d. Courses specifically designed for Community College personnel.
  - e. Informal educational experience (examples being non-credit seminars and workshops) may be given credit equivalency by the appropriate Dean. Any such decision shall be neither precedential nor grievable. The agreement shall be reduced to writing and a copy of the agreement shall be placed in the personnel file of the Instructor.
5. A written request for approval shall be submitted to the appropriate Dean prior to enrollment in a course or informal education experience. The Dean shall respond in writing to the request.
6. All credit course work must be taken through a regionally accredited institution recognized by the U.S. Department of Education.
- B. Tuition will be waived for college offered courses for faculty members, their spouses, and dependent children, as defined by the IRS. In the event that the course is not completed with a passing grade, the tuition will be paid to the college by the faculty member within 30 days. Full-time Faculty whose load is reduced below full-time will be eligible for 100% Tuition Waiver for 1 year. Procedures surrounding this policy will be established by the College.

1 **ARTICLE XIV**

2 **Insurance**

3 A. All full-time Instructors covered under Article I, Section A, will be eligible for insurance coverage.  
4 Except as modified by section C below, coverage for part-time instructors will be prorated if  
5 accepted by the insurance carrier. The College shall provide the following MESSA PAK insurance  
6 coverage:

PAK A	PAK B
Choices II	---
\$100/\$200 ded. \$20 ov. \$10/\$20 Rx	Delta Dental 100/100/90/90
Delta Dental 100/100/90/90	\$3,000 Annual Max and Lifetime Max
\$3,000 Annual Max and Lifetime Max	VSP 3 Plus - Platinum
VSP 3 Plus - Platinum	1 x Annual Salary Term Life with AD&D
1 x Annual Salary Term Life with AD&D	

-or-

ABC Plan 1  
Delta Dental 100/100/90/90  
VSP 3 Plus-Platinum  
1 x Annual Salary Term Life with AD&D

7 Faculty will have a choice between the current MESSA Choices plan and the MESSA ABC Plan 1  
8 for 2016/2017. The College will fund the Health Savings Account at 80% for those who choose  
9 MESSA ABC. The College will only prefund the HAS for the portion of the plan year that the  
10 faculty member is employed.

11  
12 B. Instructors electing Pak A will pay 20% of the health insurance premium costs of the selected  
13 MESSA option per pay period. Payment shall be via individual payroll deduction through an IRC  
14 Section 125 salary reduction agreement or by reduction under MCLA 408.477. The 125 reduction  
15 agreement documents shall be drafted by the College’s attorney and approved by the Union’s  
16 attorney.

17 C. Instructors working ten (10) or more credits during the academic year shall be eligible to elect  
18 prorata two-person or family health insurance coverage, or at the employee’s option may elect to  
19 receive fully College paid single-person health insurance coverage.

20 D. Instructors not utilizing any College-paid hospitalization for optional insurance coverage shall be  
21 entitled to a \$3,000 cash in lieu payment annually. The payment will be made on the last available

1 pay date in the month of June at the end of the fiscal year. This benefit will be prorated for part-  
2 time instructors.

3 E. All instructional Employees completing their annual contractual responsibilities shall have  
4 insurance premiums paid by the Board for the months of July and August.

5 F. Any full-time employee who is on sick leave and who had exhausted accumulated sick leave and  
6 who has completed three (3) years of full-time employment with the College shall have his or her  
7 insurance premiums paid for six (6) months or until the expiration of the accumulated sick leave,  
8 whichever is later.

9

1 **ARTICLE XV**

2 **Instructional Load Policy**

3 A. A minimum full-time Instructor's load shall be thirty (30) credit hours or thirty-six (36) contact  
4 hours per academic year, but shall not exceed twenty-five (25) contact hours per semester. A full  
5 load may consist of on-campus day or evening classes. Off-campus classes shall not be assigned  
6 unless a full load cannot be derived from on-campus classes.

7 B. A full-time or part-time Instructor as defined in Article W, Paragraph A, (excluding non-teaching  
8 assignments) with an instructional load beyond three (3) preparations per semester shall be  
9 compensated at the rate of two hundred dollars (\$200) for each preparation beyond three (3)  
10 preparations per semester.

11 C. An instructor whose academic year load is beyond thirty (30) credits or thirty-six (36) contact hours  
12 shall be paid overload at the following rates:

13 3.0% per credit or 2.5% per contact hour

14 provided the load generated three hundred sixty (360) student credit/contact hours per academic  
15 year. The combination of credit/contact hours most advantageous to the Instructor shall be used in  
16 the determination of the Instructor's full-time status and/or academic overload. For each student  
17 credit/contact hour beyond nine hundred (900) per academic year, with the exception of student  
18 contact hours attributable to an extra teaching assignment for which overload is paid as above, the  
19 Instructor will receive one nine-hundredths (1/900) of his or her contractual salary to a maximum of  
20 thirty (30) percent of the Instructor's base salary. If additional students are assigned beyond the  
21 thirty (30) percent of salary maximum overload, the Instructor may refuse to admit the student to  
22 his or her class.

23 D. Determination of all loads, including overload will be made by the second full pay period in the  
24 second semester, with payment for overload to be spread over the remaining pay periods or paid in  
25 a single payment when the overload has been completed. The method of payment is to be  
26 determined by the Instructor.

27 E. Students may pursue study on an independent or directed study basis for all courses offered by the  
28 College. Independent study courses are normally offered for capable students who require minimal  
29 Instructor interaction. Permission to enroll in an independent study or directed study course will be  
30 granted under the following conditions:

- 31 1. For a course appropriate to the student's program of study, if the lack of enrollment in that  
32 course precludes it's being offered as a scheduled class.
- 33 2. For documented, extenuating, personal circumstances which preclude an individual's  
34 enrollment in a scheduled class appropriate to his/her program of study. Such cases must be  
35 approved by the appropriate Dean.

- 1           3.    Remuneration for Instructors of students enrolled in independent study courses will be at the  
2           rate of thirty dollars (\$30) per generated contact hour. Remuneration for Instructors of  
3           students enrolled in Directed Study courses will be at the rate of 1.25 nine hundredth  
4           (1.25/900) of the Instructor's contractual salary per generated contact hour. Classification of a  
5           course as directed or independent study shall be approved by the Dean of Instruction prior to  
6           the start of the course. An Instructor's maximum combined generated credit hours of directed  
7           and independent study courses shall be limited to twenty-five (25) generated contact hours  
8           per academic year. The contact hour maximum may be exceeded by mutual agreement.
- 9           4.    No instruction conducted in this manner shall be considered in the computation of an  
10          Instructor's load.
- 11          5.    Independent or directed studies shall be voluntary.
- 12          6.    No administrator will direct an independent study if there is a qualified instructional  
13          employee available and the employee volunteers to direct the study.
- 14    F.    All additional assignments beyond those required for a full-time instructional load shall be  
15          voluntary.
- 16    G.    Instructors shall be reimbursed two hundred fifty dollars (\$250) for each co-op student assigned to  
17          them for placement and supervision.
- 18    H.    All on-and-off campus classes may be offered to qualified full-time instructors in the bargaining  
19          unit regardless of load before being offered to part-time instructors.
- 20    I.    The teaching of summer classes shall be voluntary. Up to five (5) bargaining unit members may  
21          request to spread their teaching load over the entire contract year. The implementation of such a  
22          request shall be subject to the approval of the college and such approval may be given at the sole  
23          discretion of the college. An Instructor shall make such a request by April 1. If such a request is  
24          granted, the order of determination of load shall be summer classes, fall classes, and spring classes.
- 25    J.    Instructors teaching onground wet laboratory courses shall receive \$200 for each wet-laboratory  
26          course taught. The following courses are considered wet laboratory courses: BIO101, BIO102,  
27          BIO122, BIO215, BIO160, BIO161, BIO250, BIO251, FOR203, GLG102, NUR140, NUR144,  
28          NUR240, and all CHM (Chemistry) courses that have a laboratory.
- 29    K.    Faculty participating in advising outside the regular academic year (i.e. Summer Freshman  
30          Experience Workshops) will be paid at a rate of 1/168 x Base Salary for each day.

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1 **ARTICLE XVI**

2 **Academic Freedom**

- 3 A. The Instructor is entitled to full freedom in research and in the publication of the results, subject to  
4 the adequate performance of the Instructor's other academic duties; but research for pecuniary  
5 return should be based upon an understanding with the authorities of the institution.
- 6 B. The Instructor is entitled to freedom in the classroom in discussing his or her subject, but should be  
7 careful not to introduce into teaching controversial matter which has no relation to his or her  
8 subject. Limitations of academic freedom because of religious or other aims of the institution  
9 should be clearly stated in writing at the time of the appointment.
- 10 C. The College or University Instructor is a citizen, a member of a learned profession, and an officer  
11 of an educational institution. When the Instructor speaks or writes as a citizen, the Instructor should  
12 be free from institutional censorship or discipline, but his or her special position in the community  
13 imposes special obligations. As an individual of learning and an educational officer, the Instructor  
14 should remember that the public may judge the profession and the institution by his or her  
15 utterances. Hence, the Instructor should at all times be accurate; should exercise appropriate  
16 restraint; should show respect for the opinions of others, and should make every effort to indicate  
17 that he or she is not an institutional spokesperson.
- 18 D. The instructor retains all rights to his or her intellectual property. Upon termination of employment,  
19 the instructor grants a license to use his or her intellectual property relating to current course  
20 materials to the College for a period of one year. Such license preserves ownership of the  
21 intellectual property in the faculty-author, thereby enabling him or her to control subsequent uses of  
22 the work.
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1 **ARTICLE XVII**

2 **Early Retirement**

- 3 A. The decision to participate in the Early Retirement Incentive Plan is expressly voluntary on the part  
4 of the employee.
- 5 B. The Instructor must have served at least ten (10) consecutive full-time or equivalency years for  
6 Gogebic Community College, were hired prior to September 1, 2008, and actually retire under the  
7 terms of the Michigan Public School Employees Retirement System. Instructors hired on or after  
8 September 1, 2008 are not eligible to participate in the Early Retirement Incentive Plan.
- 9 C. The Instructor must make application for retirement and provide a written statement of resignation  
10 of their position to the College by May 1<sup>st</sup> for retirement at the end of fall semester or September 1<sup>st</sup>  
11 for retirement at the end of spring semester. The statement of resignation will indicate that the  
12 resignation is for purpose of retirement and state the effective date.
- 13 D. To receive payments as specified herein, a MAHE member must opt to retire at the end of the  
14 academic year in which he/she first becomes eligible to retire.
- 15 E. The incentive shall be thirty-two thousand dollars (\$32,000). Payment shall be in three (3) equal  
16 installments to a 403(b) account for the benefit of the Instructor in January each year following  
17 retirement for three (3) years. These payments are non-elective contributions to a 403(b) account  
18 for the benefit of the Instructor and are subject to all applicable contribution, compensation and  
19 related provisions outlined in the Internal Revenue Code. MAHE agrees to hold the College  
20 harmless against any claim or damage whatsoever by the IRS, MAHE or individual members with  
21 regard to payments made in this manner.
- 22 F. Full retirement as provided herein shall be limited to four (4) bargaining unit members during any  
23 given year. In the event more than four (4) bargaining unit members opt to retire during one year,  
24 the total available package shall be divided equally among the retirees.
- 25 G. The Instructor, through requesting early retirement, agrees that such shall serve as  
26 satisfaction/waiver of any other claim for compensation (e.g., unemployment compensation, etc.)  
27 against the Gogebic Community College.
- 28 H. The Instructor also agrees to waive, in writing, any and all rights and claims against the College  
29 arising under the Age Discrimination in Employment Act. The Employee is advised to consult with  
30 an attorney before signing the Agreement, and will be given sufficient time to decide whether to  
31 sign.
- 32 I. The Employee will have seven (7) days to revoke a signed waiver.
- 33 J. Service credit purchased by the Instructor may or may not be used to determine eligibility for  
34 retirement, at the option of the Instructor.
- 35 K. The Instructor must submit their MPSERS member statement with their letter of intent to retire  
36



1 **ARTICLE XVIII**

2 **Duration of Agreement**

3 This Agreement shall be effective as of August 18, 2018, and shall continue in effect through August 16,  
4 2019. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If,  
5 pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the  
6 expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual  
7 agreement of the parties.

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9  
10 FOR THE COLLEGE:

FOR THE FACULTY:

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18 Dated: \_\_\_\_\_

1 **Appendix A**

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4 **Paid Personal Leave Form**  
5 **Gogebic Community College**  
6

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8 Date: \_\_\_\_\_  
9

10 I, \_\_\_\_\_, an Instructor at Gogebic Community College,  
11 hereby request from the College that I may take a paid personal leave day, pursuant to the provisions of  
12 the Agreement, on \_\_\_\_\_, 20 \_\_\_\_.

13  
14 This will be the \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
15 First \_\_\_ Day First Full Day Second \_\_\_ Day Second Full Day

16 I have requested during the academic year.  
17  
18

19 \_\_\_\_\_  
20 Dean's Signature

\_\_\_\_\_ Instructor's Signature  
21

**Appendix B**  
**Glossary of Terms**

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

<b>Directed Study:</b>	<b>Independent Study:</b>
<ul style="list-style-type: none"> <li>• Additional compensation vs. Independent Study.</li> </ul>	<ul style="list-style-type: none"> <li>• \$30 per generated credit hour.</li> </ul>
<ul style="list-style-type: none"> <li>• Faculty meets regularly with the student.</li> </ul>	<ul style="list-style-type: none"> <li>• Capability of the student allows for limited faculty contact with the student.</li> </ul>
<ul style="list-style-type: none"> <li>• Offered when enrollment precludes offering as a course on a scheduled basis or there are extenuating circumstances.</li> </ul>	<ul style="list-style-type: none"> <li>• Offered when enrollment precludes offering as a course on a scheduled basis or there are extenuating circumstances.</li> </ul>

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28

1 **Appendix C**

2

3 **Class Schedules**

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

6 A. Each Division Chairperson shall request information on any desired class schedule changes from  
7 the Instructors of their respective division.

8 B. Upon receipt of this information, each Division Chairperson shall develop a schedule of classes for  
9 all courses taught in his or her division.

10 C. All Division Chairpersons and the Instructional Dean shall meet to resolve any scheduling conflicts  
11 and to finalize the class schedule. Any disagreements between the Instructional Dean and Division  
12 Chairpersons shall be reduced to writing; the class schedules shall be submitted to the President for  
13 resolution of the conflict. This cannot be pursued beyond Step III of the Grievance Procedure.  
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**Appendix D**

**ORI Course Instruction/Pay**

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

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

\_\_\_\_\_  
*For the Gogebic Community College  
Board of Trustees*

\_\_\_\_\_  
*For the Gogebic Community College MAHE*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

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8 **Appendix E**

9 **Placement on Salary Schedule**

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

- 12 1. Paul Semmerling and Pat Dragish shall be placed on Step 10 of the Salary Schedule.  
13 2. Jean Milakovich shall be placed on continuing contract per Article VI, Section C.  
14 3. Dennis Mackey shall continue to have his base salary paid on a credit hour basis and his coaching  
15 on a contact hour basis per the established practice.  
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19 \_\_\_\_\_  
20 *For the Gogebic Community College*  
21 *Board of Trustees*

\_\_\_\_\_

*For the Gogebic Community College MAHE*

22  
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24 \_\_\_\_\_  
25 *Date*

\_\_\_\_\_

*Date*

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2 **Appendix F**  
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5 **Part-Time Faculty / Salary Adjustments**  
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7  
8 The following part-time faculty shall receive salary adjustments for the 1993-94 academic year:  
9

10	Michael Barker	\$12,421.20	-	11,051.20	=	\$1,370.00
11	Keith Beckman	\$11,493.00	-	9,209.33	=	\$2,283.67
12	Paulette Schwartz	\$7,590.73	-	6,753.51	=	\$837.22
13	Michael Wennersten	\$7,878.73	-	6,446.53	=	\$1,432.20

14  
15 The following part-time faculty shall be placed at the salary step indicated for the 1994-95 academic year:  
16

17	Michael Barker	Step 2/BA
18	Keith Beckman	Step 5/BA
19	Paulette Schwartz	Step 2/BA
20	Michael Wennersten	Step 4/MA+

21  
22 The following part-time faculty shall continue to move one (1) full step on the salary schedule each  
23 academic year until reaching the maximum step:  
24

25	Keith Beckman	Therese Pawlack
26	Bill Daugherty	Deborah Pletcher
27	Gerry Maki	Willa Popovich
28	Alex Marciniak	Michael Wennersten
29	Faye O'Neill	

30  
31 Keith Beckman and Michael Wennersten have a continuing contract.  
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**Appendix G**

**Part-Time Faculty**

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

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

\_\_\_\_\_  
*For the Gogebic Community College  
Board of Trustees*

\_\_\_\_\_  
*For the Gogebic Community College MAHE*

\_\_\_\_\_  
*Date*

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*Date*



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**Appendix H**

**GOGEBIC COMMUNITY COLLEGE 2018/2019 ACADEMIC YEAR CALENDAR**

**FIRST SEMESTER (Fall 2018)**

<b>Freshman Assessment/Orientation/Advising/Registration</b>	<b>August 20-23, 2018</b>
<b>Classes Begin (including evening classes)</b>	<b>August 27, 2018</b>
<b>Last day to adjust schedule for registered students &amp; drop classes for refund</b>	<b>August 31, 2018</b>
<b>Labor Day (no classes)</b>	<b>September 3, 2018</b>
<b>Last Day to Withdraw from Classes</b>	<b>November 21, 2018</b>
<b>Thanksgiving (no classes)</b>	<b>November 22-23, 2018</b>
<b>Last Day of Classes</b>	<b>December 7, 2018</b>
<b>Final Exam Week</b>	<b>December 10-14, 2018</b>
<b>End of Semester</b>	<b>December 14, 2018</b>

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9

**SECOND SEMESTER (Spring 2019)**

<b>Student Service Activities and Faculty Professional Development</b>	<b>January 8-10, 2019</b>
<b>Classes Begin (including evening classes)</b>	<b>January 14, 2019</b>
<b>Last day to adjust schedule for registered students &amp; drop classes for refund</b>	<b>January 18, 2019</b>
<b>Midterm break</b>	<b>March 11-15, 2019</b>
<b>Last Day to Withdraw from Classes</b>	<b>April 18, 2019</b>
<b>Easter recess (classes not in session n campus)</b>	<b>April 19-22, 2019</b>
<b>Last Day of Classes</b>	<b>May 3, 2019</b>
<b>Final Exam Week</b>	<b>May 6-10, 2019</b>
<b>End of Semester</b>	<b>May 10, 2019</b>
<b>Commencement - (6:30 P.M. CDT)</b>	<b>May 10, 2019</b>

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**Appendix I**

**FISCAL PRIORITIES AND STRATEGIC PLANNING COMMITTEE**

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- A. The Fiscal Priorities and Strategic Planning Committee shall advise the administration and Board of Trustees on budgetary policy, fiscal priorities, revenue generation, and provide fiscal oversight to ensure appropriate use of funds. All matters which have fiscal consequences for the College shall be reviewed by this committee for recommendation. The committee shall review planned spending by the College from all revenue sources. The committee shall regularly review the College’s financial condition and make recommendations concerning development of the College’s long-range plan and budget policies with regards to such financial issues as tuition rates, student fees, etc.
  - B. The Fiscal Priorities and Strategic Planning Committee shall be composed of three (3) members of MAHE, two (2) affiliated staff members, and two (2) non-affiliated staff members, the Dean of Business Services, the Dean of Instruction, and the Dean of Student Services. Faculty and other affiliated members shall be appointed by their respective groups.
  - C. The functions of the Committee are to review and advise the administration and Board of Trustees in the strategic planning and financial management of the College and in the process of setting fiscal priorities in each category. The Committee shall give attention to long-range fiscal priorities and budget planning as well as to immediate fiscal and budget concerns. The Committee reports regularly to the College community via the All Staff forums and listserv and, when the Committee deems necessary, with the Board of Trustees. The Committee shall establish its own agenda and consider matters brought to it by the Board of Trustees, President, Dean of Instruction, Dean of Student Services, Dean of Business Services, MAHE, MESPA, and AFSCME, as well as matters it chooses to initiate.

\_\_\_\_\_  
*For the Gogebic Community College  
Board of Trustees*

\_\_\_\_\_  
*For the Gogebic Community College MAHE*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

1 **Appendix J**

2  
3 **Part-Time Faculty**

4 Instructors teaching 12 credit hours or fewer or 16 contact hours or fewer in the 2018/2019 academic year  
5 with the exception of faculty listed under the terms of Appendix G and Appendix K shall be considered  
6 adjunct Instructors.

7  
8 Members

9  
10 Bill Perkis  
11 Maria Sokol  
12 Pat McMullin  
13 Jeff Rose  
14 Jon Werkmeister

15  
16 This Appendix in no way abrogates or otherwise affects the rights of full-time Instructors as described  
17 under Article XV, Paragraph H and Article VI, Paragraph E, Sections 1, 2, and 4.  
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**Appendix K**

**Faculty Evaluation Process**

The Michigan Association of Higher Education-Gogebic Community College District and Gogebic Community College agree to form a representative committee charged with the task of developing and presenting a revised faculty evaluation process by May 1, 2019 for consideration and implementation during the 2018-19 academic year.

\_\_\_\_\_  
*For the Gogebic Community College  
Board of Trustees*

\_\_\_\_\_  
*For the Gogebic Community College MAHE*

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*Date*

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## Appendix L

### Career Counselor

The Michigan Association of Higher Education – Gogebic Community College District and Gogebic Community College agree to the following parameters concerning the Career Counselor position.

- The Career Counselor will have a work schedule of 2080 hours per year and not be paid on credits or contacts.
- The probationary clause {ARTICLE V, E} will be followed under the affiliated agreement with the exception of employee performance reviews, which will follow the Non-Affiliated evaluation document. The Trio Director and the Dean of Student Services will conduct the yearly evaluation jointly.
- ARTICLE VI, 2, The Career Counselor will be notified in writing by June 1<sup>st</sup> of each year whether he or she will be re-hired or terminated, during the probationary period.
- ARTICLE VIII, Leaves, is excluded from this position and the vacation, sick, personal leave, and holidays will follow the Non-Affiliated group benefits.
- ARTICLE XV is not applicable to this position and will be excluded from the rights of the Career Counselor.
- If the Career Counselor teaches a class outside of their Trio/Perkins duties and is the Instructor of record, they will be paid as an adjunct.

1 **Appendix M**

2  
3 **Notice of Meeting**

4  
5 Gogebic Community College requests that you attend a meeting on \_\_\_\_\_

6 at \_\_\_\_\_ am/pm to discuss and issue concerning \_\_\_\_\_

7 \_\_\_\_\_.

8 As a member of the MAHE Union you have the right to representation at this meeting.

9  
10  
11  
12  
13 \_\_\_\_\_  
14 Administrator

\_\_\_\_\_ Date

1 **Appendix N**

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3 **Learning Assistant**

4  
5 The Learning Assistant will be paid through the adjunct scale based on contacts. Because instruction will  
6 not be a part of this position, Learning Assistants will be paid half of the adjunct rate. Faculty working  
7 with a Learning Assistant will be paid a stipend of \$500 per class for the first time working with an  
8 assistant for the 2018/2019 academic year.  
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1 **Appendix O**

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3 **Non Affiliated Strengths and Opportunities Assessment**  
4 **2018/2019**

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6 Employee: \_\_\_\_\_

7 Supervisor: \_\_\_\_\_

8 Goals & Development:  
9

Of the College's goals for the coming year, what are the goals that pertain to your position and what can you do to help attain those goals?

What attributes do you need to strengthen and what professional development will help you in this process?

10  
11 Performance Evaluation:

12 Rating 1-5 5=Outstanding 4=Very Good 3=Good 2=Needs Improvement 1=Unsatisfactory

**Knowledge** – Applies education, skills and experience with knowledge and skills learned in the position to perform the job competently in regards to the college’s mission.

**Communication** – Organizes and expresses ideas and information clearly, using appropriate and effective methods of conveying the information.

**Quality** – Completes high quality work according to standards and procedures. Has a strong sense of quality and knows how to achieve it. Continually looks for ways to improve and promote quality leading to improved performance.

13  
14



<p><b>Deals With Change</b> – Ability to adapt to and accept change in the college work environment.</p>	
<p><b>Judgement</b> – Objectively considers all aspects of an issue, demonstrates sound judgement, identifies problem areas and is able to develop workable solutions. Able to set priorities.</p>	
<p><b>Ethics</b> – Maintains a high level of character with a professional attitude all the while conforming and promoting the colleges standard of conduct.</p>	
<p><b>Interpersonal Skills/Customer Service</b> – Is sensitive to the needs, feelings and capabilities of others. Treats co-workers with respect. Knows when it is appropriate to compromise and when to take a stand. Has the ability and willingness to focus on discovering and meeting customer/student needs.</p>	
<p><b>Teamwork</b> – Works on projects and committees as part of a team exchanging ideas and complimenting the skills of the other members to fulfill the commitment.</p>	
<p><b>Initiative</b> – Strives for professional growth and improvement, seeking out ways to better themselves and the college. Is responsible, hard-working and self-motivated.</p>	
<p><b>Courtesy</b> – Respect and politeness for co-workers, supervisors and student/clients. Maintains a professional image.</p>	

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<b>Cooperation</b> – Willingness to work with coworkers, supervisors and others.	
<b>Dependability</b> – Responsibility in performing tasks and achieving goals.	
<b>Perseverance</b> – Determined pursuit of task completion when faced with obstacles.	
<b>Attendance</b> – Availability for work, absences, and tardiness.	
<b>Total</b> (70 Points Possible)	

1

Additional Comments:	
Employee Signature:	Supervisor Signature:
Date:	Date:

2