

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

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File

Region 5

page A-1

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Take Michigan College

MEA

1216 Kendall

East Lansing, Mich. 48823

## A G R E E M E N T

This Agreement entered into this 25th day of August, 1969, by and between the Board of Trustees on behalf of Lake Michigan College (hereinafter referred to as the "College") and the Lake Michigan College Federation of Teachers, MFT-AFT (hereinafter referred to as the "Federation").

### W I T N E S S E T H:

That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

#### ARTICLE I

##### PURPOSE

Section 1. The general purpose of this Agreement is to set forth as required by the Public Employment Relations Act, the same being Act 336 of the Public Acts of 1947, as amended, the rates of pay, wages, hours of employment and other conditions of employment agreed upon between the parties.

#### ARTICLE II

##### RECOGNITION

Section 1. Pursuant to and in accordance with the Certification of Representatives in MLMB Case No. R66 L-446, the College does hereby recognize the Federation as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, for the term of the Agreement of all employees included in the bargaining unit described below:

All full time instructors and assistant librarians, excluding the President, Vice President, Deans, Librarians, Division Chairmen, and administrators who teach less than eight hours per week.

Section 2. Fair Employment. The College and the Federation agree that they shall not knowingly nor wilfully make policies, decisions, by-laws or rules and regulations which are contrary to or in conflict with the constitutional or statutory authority of the United States or the State of Michigan or the Michigan Fair Employment Practices Act. The College agrees that in hiring faculty members it will not discriminate based on race, color, creed, national origin, sex or marital status.

Section 3. Continuation of Contract. In the event that any provision of this agreement is or shall at any time be held to be contrary to law by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, all other provisions of this agreement shall continue in effect.

## ARTICLE III

### BOARD OF TRUSTEES' RIGHTS

Section 1. The Board of Trustees of the College, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. The exercise of these rights, powers, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this agreement.

Section 2. This Agreement constitutes the entire agreement between the College and the Federation. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals and to submit issues for negotiation with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right or opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Notwithstanding the foregoing, the parties may by mutual agreement enter into discussions during the term hereof on matters related to conditions of employment of faculty members; and in the event any such discussions lead to an agreement to add to, delete, or modify any of the terms or provisions hereof, such agreement shall become effective as part of this collective bargaining agreement upon being reduced to writing and executed by the authorized representatives of the parties.

Section 3. Notwithstanding the provisions of Section 2 above, the parties agree to engage in negotiations during the month of January, 1970 on the subject of the school calendar for the 1970-1971 school year. If no agreement is reached by February 1, 1970, on the calendar for the school year 1970-1971, the College may proceed with the steps necessary to publish this calendar, the terms of which shall be subject to amendment to incorporate any agreed changes which may result from negotiations on the terms and provisions to be incorporated in any new collective bargaining agreement pursuant to the provisions of Article XVIII, Duration.

## ARTICLE IV

### MISCELLANEOUS RIGHTS OF THE FACULTY

Section 1. Information shall be available through minutes of the meetings, public financial statements and all other public records by the College to the Federation within a reasonable time following a request for such information by the Federation. This provision shall not be construed as a limitation on any legal obligation the Board of Trustees may have to provide information required to enable the Federation to fulfill its collective bargaining duties.

Section 2. The faculty may use rooms at the College for meetings and special programs of the professional teachers' organizations specified in Section 5 below, provided that:

- (a) Arrangements are made in advance with the Administration.
- (b) Meetings are scheduled within the regular shift hours of custodial staff.
- (c) There shall be no interference with regular College activities.

Section 3. The Federation shall have the same right as any citizen group to address the Board of Trustees. The Federation will be placed upon the mailing list for advance distribution of the Board of Trustees' agenda.

Section 4. Bulletin board space will be provided for use by the professional teacher organizations. Professional teacher organizations shall have the right to use the College mail facilities.

Section 5. The College agrees to make monthly dues deductions for members of the Federation, the M.E.A. and/or the A.A.U.P. who voluntarily authorize such deductions in writing. The form shall provide for revocation of the authorization upon written notice to the College and the organization involved. Such authorizations shall not be irrevocable for periods in excess of one (1) year or beyond the term of the current collective bargaining agreement, whichever is shorter. Federation dues shall be remitted monthly to the Treasurer of the Federation. Dues for other organizations shall be submitted monthly to the official designated by such organization to receive same.

## ARTICLE V

### GRIEVANCE PROCEDURE

Section 1. A grievance is defined as an unsettled complaint raised by a teacher or the Federation that there has been a deviation from or misinterpretation of a written policy or procedure promulgated by the Board of Trustees or its agents or that there has been a violation, misapplication or misinterpretation by the College of any express provision of this Agreement. All teachers shall be provided with a Board of Trustees Manual.

Section 2. All grievances must be filed promptly and processed under the following procedure. In order to be processed beyond Step 1, a grievance must be reduced to writing and submitted to the appropriate Dean not later than ten (10) school days following the occurrence of the event giving rise to the grievance. For purposes of this Article, a school day is defined as any week day, Monday through Friday, on which the administrative office of the College is open to conduct business. The written grievance shall be signed by the aggrieved party (teacher or Federation designee) and shall set forth the facts relied upon and the provisions of the policy or Agreement involved in the dispute.

Step 1. The aggrieved teacher (or, in the case of a Federation grievance, the teacher representative of the Federation who initiates the grievance) shall first discuss his grievance informally with the Dean of his department, individually or accompanied by a Federation representative at the option of the teacher.

Step 2. If no satisfactory settlement is reached in Step 1, the grievance may be processed by the aggrieved teacher or the Federation representative by the presentation of the written grievance to the appropriate Dean within the limit specified above. The Dean shall render a written decision on the grievance, giving reasons therefor, within five (5) school days following the receipt of the written grievance,

Step 3. If no satisfactory settlement is reached in Step 2, the grievance may be processed further by the aggrieved teacher or the Federation representative by giving written notice to the President of the desire to appeal the Step 2 answer within five (5) school days following the date of such answer. The President will schedule and hold a conference to discuss the grievance during such five (5) school day period, giving notice thereof at least three (3) calendar days in advance of the conference. Those present at any such conference may include the aggrieved teacher, the Federation representative who participated in Step 2, the Chairman of the Federation Grievance Committee, a staff representative of the Federation and the Dean with whom the grievance was first initiated. The President shall render his written answer in this Step 3, giving reasons therefor, within five (5) days of school following the date of such conference.

Step 4. In the event the grievance is not settled in the preceding steps of this procedure, the Federation may submit it to arbitration by giving written notice to the President of the College of its desire to do so within seven (7) calendar days following the receipt of the answer in Step 3!

Section 3. Within ten (10) calendar days after receipt of the notice of desire to arbitrate any grievance representatives of the Federation and the College shall meet to select an impartial arbitrator who shall be chosen from a panel of five (5) arbitrators to be agreed upon by the parties prior to the execution of this Agreement. In the event the parties are unable to agree upon one of the panel members as arbitrator of the grievance, the parties shall alternately strike names from the five-man panel until four names have been struck, and the remaining name shall be that of the impartial arbitrator for the case of the dispute. The parties shall determine who shall commence the striking procedure in the first case submitted to arbitration by lot; thereafter the parties will alternate in commencing the striking procedure.

Section 4. The arbitrator shall not have authority to add to, subtract from or modify the express provisions of this Agreement or any provisions incorporated by reference herein; to grant relief extending beyond the terms of this Agreement; or to hear more than one grievance unless the parties have agreed otherwise in writing prior to the arbitration hearing. The arbitrator's award shall be final and binding. The cost of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the parties.

Section 5. If any steps or action provided for are not taken or filed, or notice not given by the aggrieved teacher or the Federation within the time limits specified above, then the grievance shall be deemed withdrawn. If the College's reply is not timely given at any stage of the above procedure, then the grievance may be appealed to the next step of the grievance procedure as specified. Any of the time limits set forth herein may be extended by written agreement of the parties. In the event that the last day of any time limit specified above falls on a scheduled day of vacation, during the Christmas or Spring Vacation, the period shall be extended to the second school day following the end of the respective vacation period.

Section 6. In any case in which an individual teacher or group of teachers choose to present a grievance without the assistance of a Federation representative, the Chairman of the Federation Grievance Committee shall be given an opportunity to be present at the time of adjustment of the grievance and shall be given the opportunity at that time to present the Federation's views on the grievance. The College agrees to not enter into a grievance adjustment with an individual employee which is inconsistent with the terms of the Agreement.

Section 7. Insofar as practicable, grievance conferences and arbitration hearings will be scheduled so as not to interfere with the class schedule of teachers whose presence will be required; however, teachers who must interrupt class hours to give testimony shall not as a result suffer a loss of regular earnings.

## ARTICLE VI

### ASSIGNMENT AND TRANSFER

Section 1. Faculty members shall be given first consideration in filling open unit positions, including summer teaching assignments whether by transfer, promotion or assignment (which shall include reassignments due to schedule and/or curricular changes). Notice of openings in unit positions shall be given to the faculty. Faculty members who wish to be considered for an open position shall so notify the President of the College. Such openings shall be filled on the basis of individual qualifications as determined by the President of the College.

A faculty member who is not selected to fill a unit position for which he requested consideration shall, upon request, be advised by the President of the basis for his determination that the person selected was better qualified for the position.

Section 2. Faculty members will be notified of teaching assignments for the coming year before the end of the current year, and in the case of summer teaching assignments, sixty days prior to the summer registration date. Subsequent changes in teaching assignments will be determined, at the earliest practical date, in consultation with the teacher.

Section 3. In making class assignments, the appropriate Dean will give due consideration to the class schedule preference of individual teachers. Full-time faculty members will be given first consideration for summer and/or part-time teaching assignments.

Section 4. Any teacher who transfers to an administrative position, such as division chairman, shall have the right to return to teacher status, and shall be entitled to such rights as he may have had under this agreement prior to such transfer as well as what would have ordinarily accrued while holding teacher designation during the administrative assignment. The teachers time in the administrative position shall count in all respect toward his development of all faculty privileges and benefits.

Under the direction of the Dean of Instruction, Division Chairmen shall be elected by members of the division for a two-year period.

## ARTICLE VII

### FACULTY RESPONSIBILITIES AND HOURS OF WORK

Section 1. Each faculty member's major responsibility is his teaching assignment. In addition, he shall perform other usual professional duties of a college teacher which include, by way of example, preparing and filing course outlines with his Dean; pursuing current developments in his chosen field of academic and course interest; maintaining precise student academic records and making timely submission of student grades; preparing and making reports to the Office of Student Services concerning students academically deficient, in need of counseling, or those excessively absent; recommending changes in textbook use and cooperating with his Dean in the choice of texts and curriculum planning; and participating in professional in-service training programs as deemed desirable by the College.

Section 2. Faculty members may be requested to perform certain extra-curricular duties to provide normal activities for the benefit of the students. When there is no voluntary response to such requests, the College shall have the authority to assign teachers to perform these duties, provided that any such assignment does not result in a teacher devoting more than a total of six (6) hours per month in extra-curricular activities approved by the College.

Those teachers whose employment understanding with the College includes supervision of intramural sports, dramatic presentations, and the publication of the school newspaper and year-book shall not be requested to perform such assignment of additional extra-curricular activities. Teachers on the President's Advisory Committee shall not be requested to perform such additional extra-curricular activities.

Section 3. Basic outlines for all courses currently taught are to be prepared by the instructor and filed with the Dean not later than four weeks after the beginning of each academic year.

Section 4. Committees. Faculty members may be assigned to committees established to provide assistance in College operations. Ad Hoc committees may be appointed by the President. Requests for specific committee assignments will be given due consideration by the President.



The College and the Federation agree to the formation of an ad hoc committee to structure the joint faculty-administration standing committees. The committee shall report to a general professional staff meeting on or before October 17, 1969, having provided a written copy of their recommendation one week in advance of said meeting. The committee will consist of three members of the administrative staff, appointed by the President of the College and three members of the faculty, appointed by the president of the faculty assembly.

Section 5. Work Load.

(a) Teachers. The College will hold preparations for faculty members to a minimum, based on students' needs, available facilities, staff preference, and educational benefits.

(b) The normal College day shall extend from 8:00 a.m. until 5:00 p.m. A teacher's classes shall not begin more than seven (7) hours apart, and the span of class time from the beginning of the first class to the end of the last class in any one day shall not exceed eight (8) consecutive hours. Provided, however, that in the interest of meeting unusual situations and still maintaining the continuity of the College's operations, the administration may assign a faculty member one (1) semester course beyond the above time limitations as part of his full-time teaching load in the academic year. No faculty member will be assigned more than one such course within one (1) school year. This subsection shall not preclude a faculty member from volunteering to teach outside the normal academic day.

(c) A full-time teaching load shall not exceed a yearly average of sixteen (16) contact hours per semester, excluding those teachers engaged in teaching health sciences whose teaching load shall not exceed a yearly average of twenty-two (22) contact hours per semester.

(d) Counselors. The full-time work load for counselors shall be thirty-five (35) hours per week, twenty-five (25) of which shall be office hours scheduled by the Dean of Students in consultation with the counselor and (10) unscheduled hours on campus.

(e) Librarians. The full-time work load for assistant librarians shall be thirty-seven and one-half (37 1/2) hours per week. They may be assigned to work on those days the library is or may be open for book circulation or student use. Assistant librarians shall be provided annual contracts of forty-two (42) weeks in duration. They shall have the option of taking at least one of the scheduled Christmas or Spring recess periods.

(f) When in the opinion of the College, an emergency exists, faculty members may be required to substitute for an ill faculty member at the specified overload rate of pay. The College shall make every effort to obtain a qualified substitute. The emergency assignment shall not be extended beyond a one month period without the consent of the teacher.

Section 6. Each faculty member is expected to spend a minimum of thirty (30) hours per week on campus. Each teacher shall schedule between five (5) and ten (10) office hours per week for student conferences, which office hours shall be posted in an appropriate location and filed with the Dean.

Section 7. Class Size. Limitation on class size shall be left to the determination of the College, based upon circumstances present at any given time. English teachers shall be assigned no more than three (3) composition classes which shall have no more than twenty-five (25) students each except in extraordinary circumstances or with the permission of the instructor in any semester. Released time may be granted by the Dean for experimental programs in appropriate circumstances.

Section 8. Faculty members may be reasonably and equitably requested to perform the usual professional duties associated with college registration periods at the discretion of the College.

Section 9. Faculty members shall attend the regularly called faculty meetings and shall attend commencement exercises. Request for absences will not be unreasonably withheld. The College shall provide the necessary academic regalia for the faculty (or cleaning of such).

Section 10. When a teacher speaks or writes as a citizen, he shall be free from administrative and institutional censorship and discipline. The teacher bears the responsibility to clarify the fact that he speaks as an individual and not in behalf of the institution.

Teachers shall be free to present instructional materials which are pertinent to the subject and level taught and shall present all facets of controversial issues in a scholarly manner. They shall also be entitled to freedom of discussion (within the classroom) on all matters which are relevant to the subject matter under study and within their area of professional competence. The presence of any communications monitoring device during the meeting of class shall be with the prior approval of the teacher concerned.

The teacher shall be free to introduce on an experimental basis any methods or innovations in instruction (subject only to financial limitations fixed by the College) which he feels will achieve the best results and responses from his students. Notice of such experiments shall be given to the Dean.

## ARTICLE VIII

### TEACHING FACILITIES

Section 1. The College shall provide faculty members office space, and the equipment necessary, such as a desk, chair, visitor's chair, file cabinet and bookcase, for effective instructional preparation and function.

Section 2. The College shall provide faculty parking space. In order to reserve a parking space, the faculty member must register his auto with the Office of Student Services and affix the official parking permit decal as prescribed.

Section 3. The College shall continue to provide adequate clerical services to the faculty for teaching purposes.

## ARTICLE IX

### HEALTH EXAMINATIONS

Section 1. Each person desiring to be employed full time shall submit to a general physical examination by a qualified physician. This examination must include proof of freedom from T.B. established within the last six months. The cost of such examinations shall be paid by the College if the applicant uses the physicians designated or approved by the Board of Trustees; otherwise the applicant must pay the costs. In either case, the Board will supply the medical form to be used. The contract for employment shall be withheld until the examining physician or teacher has filed with the College proof of the examination along with a simple statement from the examining physician indicating that the teacher is physically fit to carry on his duties without endangering the health of his pupils, his fellow workers or himself.

Section 2. In cases where the teacher's record shows recurring illness, the Board of Trustees may request the teacher to visit his doctor at stated intervals for examinations. The cost of such examinations requested by the Board of Trustees shall be paid for by the College.

Section 3. The Board of Trustees may, at its discretion, require any faculty member to submit to physical and/or psychiatric examination by a physician designated or approved and paid by the Board of Trustees. A statement by the physician will be considered by the Board of Trustees as evidence of the teacher's fitness to continue his employment. However, the teacher may, at his own expense, obtain and present a second diagnosis. In any case in which this is done the Board of Trustees shall review the case and, if necessary in order to resolve the matter, obtain at its expense a diagnosis from a third physician.

ARTICLE X

SECURITY OF EMPLOYMENT

Section 1. Faculty Status

A. Probationary Status

1. All faculty members shall be on a probationary status during the first two years of their employment. This probationary period may be extended for one additional year at the option of the Board. A faculty member whose probationary period has been extended, shall be furnished with a definite written statement of deficiencies which necessitated such extension.
2. Annual contracts for probationary faculty members will be renewed if both the faculty member and the College desire to continue the relationship. The Board shall indicate its desire to rehire the probationary faculty member 90 days prior to the expiration of his existing contract or by February 15, whichever occurs first.

Upon request, the reasons for non-renewal of a Probationary Status Teacher's contract shall be discussed with the teacher, it being understood that the basis for any non-renewal, whether or not such basis is discussed, shall not be subject to the grievance procedure.

3. Upon successful completion of the probationary period, the faculty member will be granted a "Full Status" contract.

B. Full Status

1. Definition

a. The person attaining full status will be eligible to receive a continuing contract written as a permanent document which will guarantee that the services of the faculty member will be terminated only for just cause, except in the case of retirement for age, or under extraordinary circumstances.

(1) By just cause is meant gross immorality, inefficiency or incompetency, conviction of a felony, violation of contract or refusal to perform contractual duties and responsibilities.

(2) By extraordinary circumstances is meant acts of God, wars, insurrection or other situations which limit and which restrict the full operation of the College or the full operation of the division or area of assigned work of the faculty member, including substantial reductions in student enrollment.

2. Procedure for terminating the contract of an instructor who has received full status:

a. Except in cases involving extraordinary circumstances as hereinabove defined, a notice of the intention to terminate the contract must be furnished a faculty member on or before the start of the second semester of the school year in which his services are to terminate, unless the act which gives rise to the decision to terminate occurs at a later date, in which case the faculty member must be given not less than 90 days notice or pay in lieu thereof. A detailed written statement of the reasons for termination must accompany this notice.

b. Within 20 days after receipt of this notice the faculty member may request a hearing before the Faculty Committee on Security of Employment. This Committee shall be elected by the faculty members holding full status, and shall be comprised of three members, one elected for one year, one for two years and one for three years. After the first year, and every year thereafter, one member of the committee shall be elected for a three-year term. This committee shall hold a hearing, obtain testimony and make a report to the President with their recommendations and supportive statements within 10 days after the conclusion of the hearing. Recommendations must have majority support.

c. The President shall review the recommendations so made. Should he take exception to them, he shall reduce to writing his exceptions and reasons therefore and forward them to the members of the Faculty Committee on Security of Employment and to the faculty member.

d. Within 20 days after receipt of the President's report the faculty member may request a hearing before the President. This request shall be presented to the President or his designee in writing.

e. Such hearing shall be held within 20 days after the President or his designee has received the request for the hearing.

f. The President shall furnish the faculty member his written decision of the results of the hearing within seven (7) days following the conclusion of the hearing.

g. If the faculty member does not accept the President's decision, he may request a hearing before the Board of Trustees. This request shall be made in writing to both the Chairman of the Board of Trustees and the President of the College within five (5) days of the receipt of the President's decision.

h. The hearing before the Board of Trustees shall be held within fifteen (15) days of such request for appeal. The faculty member and/or College may be represented by counsel and may call such witnesses as they each deem necessary. At the option of the faculty member the hearing may be:

- (1) a closed hearing
- (2) a hearing with a maximum of three representatives of the faculty in attendance
- (3) an open hearing.

i. The decision of the Board of Trustees, by majority vote, shall be final and binding where the grounds for contract termination are based on teaching incompetency or the failure of a faculty member to perform satisfactorily his teaching duties. In all other cases, including the question of whether the Board based its decision on the above grounds, the decision of the Board of Trustees to terminate the contract of a teacher on full status shall be subject to arbitration proceedings as provided for in Article V of this Agreement, upon the written request of the teacher. Such request must be filed with the President of the College within seven (7) calendar days following the receipt by the teacher of the written notice of decision by the Board of Trustees. Pending final decision on a termination, the faculty member may be suspended from all duties with pay.

## ARTICLE XI

### EVALUATION

Section 1. In the case of teachers with less than three years of service on the faculty, two written reports annually may be required, which will be signed by the faculty member concerned and the Dean after a conference between the two. Teachers with more than three years of service will sign one such report annually if requested. It is understood and agreed that the teacher's signature merely acknowledges having read the report.

Section 2. It is further understood and agreed that the Deans may visit the classes of any faculty member from time to time provided notice of such visitation is given during the week preceding the week during which a visitation may take place. All evaluation procedures utilized including those in connection with class visitations shall be established for each department only after consultation between the Dean and the teachers of the department.

## ARTICLE XII

### PROFESSIONAL PERSONNEL FILES

Section 1. With the exception of letters of recommendation submitted to the College in connection with the employment investigation, teachers will be permitted, upon reasonable request, to examine materials placed in their individual professional file, to answer such material, if they so choose, and to have the answer affixed to the file copy, and to reproduce copies of same. The College will not forward material from individual professional files to any other person or professional institution.

Section 2. Material from non-professional sources will be removed from a teacher's file after three years, provided no action has been taken by the Board which is based upon such materials.



## ARTICLE XIII

### RETIREMENT AND RESIGNATION

Section 1. Faculty members may finish the contract year in which they reach the age of 65. Teachers who reach the retirement age of 65 may be invited to continue their employment by the President for such period of time as he may designate, subject to applicable statutory enactments.

Section 2. When a faculty member desires to resign during the period of his contract, he shall file a request in writing, stating his reason, with the President of the College. The resignation request shall be decided upon by the President of the College, whose decision on acceptance or rejection of the resignation shall be final and shall not be subject to the grievance and arbitration procedure.

## ARTICLE XIV

### LEAVES OF ABSENCE

Section 1. Extended Leave. A leave of absence of one semester or more may be granted by the Board of Trustees upon recommendation of the President. Such a leave is granted without pay; however, faculty members may continue their insurance coverage by arranging with the business office to assume the premiums for same. Request for extended leave must be submitted by the teacher in written form to his Dean, who will forward them with a recommendation to the President. Decisions of the College concerning extended leave are final and are not subject to review under the arbitration procedure.

Section 2. Military Leave. A military leave shall be granted to any teacher who is inducted or is recalled into the armed forces of the United States, and upon returning from service, such teacher shall receive full annual increments. Application for reinstatement must be presented within 90 days from the date of such discharge.

Section 3. Sick Leave. A teacher shall be credited with ten days of sick leave at the start of each work year. Unused days of sick leave may be accumulated to total 120 days, including the sick leave for the then current year. Additional sick leave does not accumulate during periods of extended sick leave.

Teachers teaching summer and evening classes shall be granted one day non-cumulative sick leave for summer school and one evening non-cumulative sick leave per semester for evening school.

Sick leave may be used only for personal illness or quarantine or for serious illness or death in the immediate family. ("Immediate Family" shall be defined to include the husband, wife, father, mother, brother, sister, son or daughter of the teacher or his spouse.)

A teacher may be requested to take involuntary leave when in the opinion of the College the teacher is no longer able physically and/or mentally to discharge his duties in a competent manner. In cases of leaves of absence for physical or mental disability, whether such leave was taken on a voluntary or involuntary basis, the College may require a physical or psychiatric examination by a physician in accordance with the provisions of Article IX, Section 3, of this Agreement. If, following such examination, it is determined that the teacher is able to resume his duties, the College shall notify the teacher to return to work on a certain date. If the teacher does not return on such date, the College shall no longer have any employment obligation to such teacher.

Section 4. Jury Duty. A leave of absence shall be granted a teacher called for jury service, provided that the College shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and the daily jury duty fee paid. The teacher shall perform his college-related duties whenever practicable during such period of service.

Section 5. Maternity Leave. A teacher will be granted a maternity leave without pay at any time after the fourth month of pregnancy. Such leave will be granted for a period of up to twenty-four (24) months and provide for the teacher's return to work at the beginning of a regular academic year.

A teacher shall not be reinstated until a medical report of the mother's physical fitness to return to work has been submitted to the President's office.

Salary increments for experience shall not be granted for maternity leave. Faculty members may continue their insurance coverage by arranging with the Business Office to assume the premiums for same.

Section 6. Leaves to attend conferences and to participate in other professional activities may be granted in appropriate circumstances.

For such leaves the College will pay automobile expenses for the use of a faculty member's car at the rate of ten (10) cents per mile if a college vehicle is not available.

The maximum per diem allowance paid by the college for lodging, meals and all miscellaneous expenses is twenty-five (25) dollars.

Section 7. Sabbatical Leave. Sabbatical Leave may be used for professional study, work on publications, travel combined with study, or any other reasons which in the opinion of the Administration and the instructor will improve instruction. Sabbatical leaves will be granted on the following basis:

(a) Remuneration to instructors granted Sabbatical leave shall be at the rate of full salary for one semester or half salary for one year.

(b) Not more than one instructor for every 35 members of the faculty shall be granted Sabbatical leave during any one year.

(c) In determining the instructor eligible for Sabbatical leave, the following shall be considered:

- 1) The extent of the applicant's professional study, growth, contribution, and successful service at Lake Michigan College during the preceding seven years.
- 2) The extent to which plans submitted to the President of the College with the application for use of time while on leave are defined and educationally constructive; and
- 3) The length of uninterrupted service at Lake Michigan College.

(d) To be considered, applications for Sabbatical leave must be submitted to the President by February 1, of the school year immediately preceding the school year for which the leave is requested.

(e) A Sabbatical Leave board of three representatives shall be appointed including two instructors nominated by the Faculty. This board shall review all applications for Sabbatical leave. The board shall submit its recommendations to the President of the College who shall in turn submit his recommendations to the Board of Trustees for its action.

(f) Salary increments shall be allowed as though the instructor were in regular service.

(g) A faculty member selected for Sabbatical leave will be required to execute an agreement to return to the College upon termination of his leave and to remain on the faculty for two (2) years thereafter or, in the event of his failure to do so, to repay to the College within three (3) years all amounts received from it during the leave.

Section 8. Personal Leave.

Members of the faculty will be allowed up to 2 days per year for personal business. A written notification of the purpose shall be given to the Dean a week in advance except in an emergency situation. The use of personal days will be limited to business of a non-profit nature that can not be taken care of outside of school hours and will exclude recreational activities.

Section 9. Return from Leaves. When a leave of absence has been granted to a faculty member by the College, the date for return from such leave shall be agreed to at the time the leave is granted. If the faculty member does not return on the prescribed date, the College shall no longer have any employment obligation to such faculty member.

Section 10. Faculty members on leave of absence shall not engage in remunerative work without the approval of the College; however, scholarships at approved colleges and universities or grants designed to aid in professional improvement or for research are excepted. Such approval shall not be unreasonably withheld.

Section 11. In cases where permission is required for leave, excluding Sabbatical leave, the College will responde in writing within thirty (30) days after the request for the leave.

ARTICLE XV

FRINGE BENEFITS

Section 1. During the life of this agreement, the College will provide \$25.00 per month toward any MEA Insurance the faculty member stipulates. The College shall deduct any additional cost for the stipulated insurance from the faculty member's salary.

Section 2. In addition to the above, the College shall provide workmen's compensation insurance, and shall deduct the required amount from each faculty member's salary for coverage under Social Security and the Michigan Public Schools Retirement Fund.

ARTICLE XVI

SALARY

Section 1. The salary schedules to be applicable during the term of the Agreement are set forth in Appendix A, attached hereto and made a part hereof.

ARTICLE XVII

STRIKES AND LOCKOUTS

Section 1. The Federation agrees it will not instigate, aid, or condone work stoppages, strikes, shutdowns or other interruptions of work during the term of this Agreement.

It is further agreed that no faculty member shall engage in a strike or work stoppage in any form during the term of this Agreement.

The College agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall become effective as of the 25th day of August, 1969, and the terms and provisions thereof shall remain in full force and effect until the 15th day of August, 1970, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration of this Agreement or at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

BOARD OF TRUSTEES OF  
LAKE MICHIGAN COLLEGE

LAKE MICHIGAN COLLEGE  
FEDERATION OF TEACHERS,  
MFT-AFT

By \_\_\_\_\_

By \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

ATTEST:  
\_\_\_\_\_



## A G R E E M E N T

This Agreement entered into this 25th day of August, 1969, by and between the Board of Trustees on behalf of Lake Michigan College (hereinafter referred to as the "College") and the Lake Michigan College Federation of Teachers, MFT-AFT (hereinafter referred to as the "Federation").

### W I T N E S S E T H:

That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

#### ARTICLE I

##### PURPOSE

Section 1. The general purpose of this Agreement is to set forth as required by the Public Employment Relations Act, the same being Act 336 of the Public Acts of 1947, as amended, the rates of pay, wages, hours of employment and other conditions of employment agreed upon between the parties.

#### ARTICLE II

##### RECOGNITION

Section 1. Pursuant to and in accordance with the Certification of Representatives in MLMB Case No. R66 L-446, the College does hereby recognize the Federation as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, for the term of the Agreement of all employees included in the bargaining unit described below:

All full time instructors and assistant librarians, excluding the President, Vice President, Deans, Librarians, Division Chairmen, and administrators who teach less than eight hours per week.

Section 2. Fair Employment. The College and the Federation agree that they shall not knowingly nor wilfully make policies, decisions, by-laws or rules and regulations which are contrary to or in conflict with the constitutional or statutory authority of the United States or the State of Michigan or the Michigan Fair Employment Practices Act. The College agrees that in hiring faculty members it will not discriminate based on race, color, creed, national origin, sex or marital status.

Section 3. Continuation of Contract. In the event that any provision of this agreement is or shall at any time be held to be contrary to law by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, all other provisions of this agreement shall continue in effect.

- (e) To be applicable to the +10, +20, and +30 increments, graduate credits must have been earned:
  - i) in a course of study related to the faculty member's field of instruction, and
  - ii) subsequent to receipt of the MA or MS degree.
- (f) Each teacher must present written evidence to his Dean of professional improvement equivalent to five (5) semester hours of graduate credit in courses in the teaching area or cognate area with a minimum grade of C and a minimum cumulative average of B every four (4) years to enable movement to the next highest level on the salary schedule.
- (g) Under certain circumstances, college undergraduate courses may be substituted for graduate courses as credit for professional advancement.

A-3. Teachers who carry an extra work load, day or night, will be paid at the rate of twelve dollars (\$12.00) per contact hour for the extra load hours worked.

A-4. Teachers who teach summer classes shall be paid at the rate of fourteen dollars (\$14.00) per contact hour.

A-5. Faculty members holding an Educational Specialist Degree will be paid at a rate of four hundred dollars (\$400.00) above the schedule for the MA + 30 level.

A-6. Faculty members holding a Doctorate Degree will be paid at a rate of six hundred dollars (\$600.00) above the applicable Educational Specialist level.

A-7. Faculty members whose assignments include intramural sports, dramatics, College publications (the yearbook and newspaper), and distributive education shall receive additional compensation of \$750.

A-8. Pay dates will be on alternate Fridays and will be announced by the Business Office. In cases where a holiday or vacation date during the school year occurs during the week of a pay date, faculty members will be paid on the last day of employment for that week except in circumstances beyond the control of the Business Office.

A-9. The Professional Day shall be used for professional purposes.

A-10. The In-Service Study scheduled between semesters shall be structured and coordinated by the P.A.C. and devoted to solving intra school problems.

LAKE MICHIGAN COLLEGE

SALARY SCHEDULE 1969-1970

<u>STEP</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>
1	8200	8400	8650	9000
2	8600	8800	9059	9400
3	9000	9200	9450	9800
4	9400	9600	9850	10200
5	9800	10000	10250	10600
6	10200	10400	10650	11000
7	10600	10800	11050	11400
8	11000	11200	11450	11800
9	11400	11600	11850	12200
10	11800	12000	12250	12600
11	12200	12400	12650	13000
12		12800	13050	13400
13			13450	13800
14				14200

ACADEMIC CALENDAR 1969-1970

FIRST SEMESTER, 1969

Tuesday, August 19	College Opens New Faculty Orientation Faculty Meetings
Wednesday, August 20	Academic Advising Off-Campus Registration
Thursday, August 21	Academic Advising Evening Registration
Friday, August 22	Day Registration
Monday, August 25	Day Registration Evening Registration
Tuesday, August 26	Faculty and Committee Meetings Off-Campus Registration
Wednesday, August 27	Classes Begin
Monday, September 1	Labor Day
Wednesday, September 3	Last Day to Add a Class
Wednesday, September 24	Last Day to Drop Courses Without Penalty
Wednesday, October 1	10 Week Courses Begin
Friday, October 17	Mid-Term Grades Due
Monday-Wednesday November 3 - 26	Pre-Registration
Thursday-Friday November 27, 28	Thanksgiving Recess
Monday-Friday December 15 - 19	Final Exams
Tuesday, December 23	Semester Ends

SECOND SEMESTER, 1970

Tuesday-Friday, Jan. 6-9	Faculty In-Service Study
Monday, January 12	New Student Orientation Academic Advising
Tuesday, January 13	Academic Advising Evening Registration
Wednesday, January 14	Day Registration Evening Registration
Thursday, January 15	Day Registration Off-Campus Registration