

*Aug. 12, 1972*

MASTER AGREEMENT

between

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

THE BOARD OF TRUSTEES OF LAKE MICHIGAN COLLEGE

and

LAKE MICHIGAN COLLEGE FEDERATION OF TEACHERS

1970-71

1971-72

*Lake Michigan College  
2755 Napier Ave.  
Benton Harbor, Mich.  
49022*

*Lake Michigan College (Benton Harbor)*

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## AGREEMENT

This Agreement entered into this 28th day of December, 1970 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").

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.

## WITNESSETH:

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 Act 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. R 70 C-115, 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, Assistant Librarians, Student Counselors, Health Service Coordinator, excluding the President, Vice Presidents, Deans, Assistant Deans, Division Chairmen, Head Librarian, part-time teachers, Financial Aids Officer, Community Service Coordinators, Registrar and all other administrative and supervisory employees.

Part time instructors will teach not more than 11 contact hours.

All members of the bargaining unit shall hereinafter be referred to as "teachers" and/or members of the "faculty".

Section 2. Fair Employment. The College and the Federation agree that they shall not knowingly nor willfully make policies, decisions, by-laws or rules and regulations which are contrary to or in conflict with the constitution or statutory authority of the United States, of 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. 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.

## ARTICLE IV

### MISCELLANEOUS RIGHTS OF THE FACULTY

Section 1. Information shall be available through minutes of the Board of Trustees, 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. Faculty members and/or any faculty group may appear on the agenda of Board of Trustee meetings upon submission of written request to the President of the college seven (7) days prior to the meeting. Such written request will include the subject to be presented. Matters covered by this agreement are not open for discussion nor are the work performance of Administrators. 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 faculty and 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, mis-application or misinterpretation by the College of any express provision of this Agreement. Upon written request a teacher 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 submitted in writing to the appropriate Dean or Vice President, 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 designees) 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 immediate supervisor, individually or accompanied by a Federation representative at the option of the teacher.

Step 2. If a satisfactory settlement is not 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 or Vice President within the limit specified above. The Dean or Vice President shall render a written decision on the grievance, giving reasons therefore, within five (5) school days following the receipt of the written grievance.

Step 3. If satisfactory settlement is not 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, or his designated representative, 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, the immediate supervisor with whom the grievance first initiated, and the Dean. The President or his designated representative, 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.

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. Faculty members shall be notified of openings in unit and other college positions via the President's newsletter. Faculty members who wish to be considered for such positions shall so notify the President of the College.

A faculty member who is not selected to fill a 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. All course section offerings and time schedule within each division shall be cooperatively developed by the instructors in the division and the division chairman, subject to the approval of the Vice President of Instruction. After such approval has been granted, instructors in each discipline shall cooperatively work out individual full-time teaching assignments. In the event that intra-discipline conflicts arise with respect to two or more instructors wishing to teach a particular course at a particular time, the division chairman shall resolve such conflicts, using qualifications as the primary determinant.

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 Vice President of Instruction, Division Chairmen shall be elected by members of the division for a two-year period. Such election to be held in April of the second year of their terms.

In case of a vacancy the Vice President of Instruction shall call a special election to fill the unexpired term.

#### 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, 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 Division Chairman 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 required to perform such assignment of additional extra-curricular activities. During the period of active negotiations, when meetings are being held between the Federation and the College, the members of the Federation bargaining team (not to exceed four members) will not be required to perform such assignment of additional extra-curricular activities.

Section 3. Basic outlines for all courses currently taught are to be prepared and/or updated by the instructor and filed with the division chairmen not later than four weeks after the beginning of each course.

Section 4. Committees. Faculty members may be assigned to committees established to provide assistance in College operation. Ad Hoc committees may be appointed by the President. Requests for specific committee assignments will be given due consideration by the President. The administration shall respond in writing to the recommendation of committees so established.

Section 5. Workload.

- (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) A full-time teaching load shall not exceed a yearly average of sixteen (16) contact hours per semester, excluding summer session and overload contact hours. In the case of those teachers involved in extensive laboratory programs and/or clinical work experience programs, in the health sciences, a full-time teaching load shall not exceed a yearly average of 20 contact hours per semester, of which no more than 10 hours shall be assigned to classroom/lecture instruction.
- (c) 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 ten (10) unscheduled hours on campus.
- (d) 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.
- (e) Health Service Coordinator. The workload shall be forty (40) hours per week, forty-two (42) weeks per contract year scheduled by the Dean of Students.
- (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 faculty member shall schedule five (5) to ten (10) office hours per week to be used for student conferences and curriculum development. Office hours shall be posted in an appropriate location and filed with the Division Chairman.

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 Vice President of Instruction on recommendation of division chairman for instructional development.

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. He should attempt 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. Written notice of such experiments shall be given to the Division Chairman.



## 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 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, mutually acceptable to both Federation and Board.

## ARTICLE X

### SECURITY OF EMPLOYMENT

#### Section 1. Probationary Status.

- (a) 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.
- (b) 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 in writing to the probationary faculty member 90 days prior to the expiration of his existing contract or by February 15, whichever occurs first.
- (c) 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.
- (d) Upon successful completion of the probationary period, the faculty member will be granted a "Full Status" contract.

Section 2. Full Status.

(a) Definition:

1. 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.
  - A. 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.
  - B. 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.

(b) Procedure for terminating the contract of an instructor who has received full status:

1. 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.
2. 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.

3. 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 within 10 days to the members of the Faculty Committee on Security of Employment and to the faculty member.
4. 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.
5. Such hearing shall be held within 20 days after the President or his designee has received the request for the hearing.
6. 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.
7. 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.

8. 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:
  - A. a closed hearing,
  - B. a hearing with a maximum of three representatives of the faculty in attendance,
  - \*  
C. an open hearing.
  
9. 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, written evaluation will be submitted to the appropriate Dean or Vice President once each semester by the Division Chairman. These evaluations will be signed by the Division Chairman and the faculty member concerned after a conference between the two. Teachers with three or more years of service will be evaluated once annually. The teacher's signature merely acknowledges having read and discussed the evaluation.

Section 2. Because classroom visitation is one of the accepted evaluation procedures, Vice Presidents and Deans may visit the classes of faculty members, provided that notice of such visitation is given at least three (3) teaching days in advance. Division Chairmen may visit the classes of faculty members provided that notice of such visitation is given at least one (1) teaching day in advance.

Section 3. Evaluation criteria shall be established within each division.

## 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 to examine materials placed in their individual professional file, to answer such material if they so choose, and to reproduce copies of any materials in their file.

The College will not forward material from individual professional files to any other person, governmental agency, or professional institution without the express consent of the individual involved.

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 who shall decide upon the request.

### ARTICLE XIV

#### LEAVES OF ABSENCE

Section 1. Extended leave. A leave of absence of up to two (2) years may be granted by the Board of Trustees upon recommendation of the President. By way of example, such leaves include advanced study, exchange teaching, election to public office, appointment to office in a professional society. 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. A member of the faculty on extended leave shall retain all previous time credited toward sabbatical leave, but shall not accrue additional time credits while on leave unless said leave was granted for advanced study. Written notification of intent to return shall be submitted to the President of the College by the faculty member on leave no later than sixty (60) days prior to the date he intends to return.

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 the 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, 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 faculty members 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 faculty member for every 25 members of the faculty shall be granted Sabbatical leave during any one year.
- (c) In determining the faculty members 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 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 two (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 cannot 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 respond in writing within thirty (30) days after the request for the leave.

## ARTICLE XV

### FRINGE BENEFITS

Section 1. Until August 16, 1971, the College will continue to provide \$25.00 per month toward any MESSA insurance the faculty member stipulates. Beginning on August 16, 1971, the College will provide full family MESSA Super Med Health Insurance and \$5000 term life insurance for each faculty member. In both instances the College shall deduct from the faculty member's salary any cost for additional insurance coverage under the MESSA plan.

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 School's Retirement Fund.

Section 3. The College shall make available to the faculty the right to participate in tax-sheltered annuity programs, both variable and fixed, provided sufficient numbers of teachers are interested, and the individual programs are approved by the College. The faculty may use the College payroll deduction procedures.

ARTICLE XVI

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 XVII

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 XVIII

DURATION OF AGREEMENT

This Agreement shall become effective as of the 28th day of December, 1970, and the terms and provisions thereof shall remain in full force and effect until the 12th day of August, 1972, 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.

Both parties agree to begin negotiations for a successor agreement on February 15, 1972 if written notice is given by either party.

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

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

LAKE MICHIGAN COLLEGE  
FEDERATION OF TEACHERS,  
MFT-AFT

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_



APPENDIX A

SALARY SCHEDULES

- A-1 (a) Teachers shall be paid annual salaries in accordance with the salary schedule set forth below for the regular school year of 1970-71.
- (b) During the 1971-72 school year, teachers shall be paid in accordance with the 1971-72 salary schedule indicated below.
- A-2 It is understood and agreed that:
- (a) Bachelor Degree teachers may be employed at an annual rate of \$500.00 less than the MA schedule.
- (b) Those persons holding less than a Bachelor's Degree will be paid at \$1,000.00 less than the MA schedule.
- (c) Transcripts (or other written evidence) of earned credit for professional advancement must be approved by the Dean and thereafter submitted by the faculty member to the business office before payments will be made. Requests for permission to take graduate courses for advancement on the Salary Schedule are made on a form available from the Dean or Director. Pay adjustments will be made only on the two dates indicated below:
- i) Written evidence of credit earned submitted to the business office prior to the beginning of Semester II will be paid at one half the annual rate.
- ii) Written evidence of credits earned and submitted to the business office prior to the beginning of Semester I will be paid at the full rate.
- (d) New teachers may be granted credit for their prior years of teaching or other appropriate experience for purposes of establishing their salary progression level.

- (e) New teachers will be granted up to three (3) years of college teaching experience for military service provided one year of teaching experience was completed immediately prior to military service, and the teacher returned directly to teaching within ninety (90) days from date of completing military service.
  - (f) 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.
  - (g) Each teacher, with the exception of the Health Services Coordinator, 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. (Exclusion: Health Services Coordinator).
  - (h) 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. (a) Teachers who teach summer classes shall be paid at the rate of fourteen dollars (\$14.00) per contact hour.
- (b) Teachers who teach extensive laboratory and/or clinical work experience programs shall be paid at eighty percent (80%) of the current summer rate.
- A-5. Faculty members holding a Masters of Fine Arts Degree (MFA) which consists of no less than 60 semester hours of course work, shall be paid at the same schedule as the MA+30 level.

- A-6. Faculty members holding an Educational Specialist Degree or Specialist of Arts will be paid at a rate of four hundred dollars (\$400.00) above the schedule for the MA+30 level.
- A-7. 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-8. Faculty members whose assignments include intramural sports, dramatics, college publications (the Yearbook and newspaper), and distributive education coordinator shall receive additional compensation of \$750.00.
- A-9. 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.

LAKE MICHIGAN COLLEGE

Salary Schedule - 1970-71

<u>Step</u>	<u>MA*</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>
1	8,775	8,980	9,240	9,600
2	9,200	9,405	9,665	10,035
3	9,625	9,830	10,090	10,470
4	10,050	10,255	10,515	10,905
5	10,475	10,680	10,940	11,340
6	10,900	11,105	11,365	11,775
7	11,325	11,530	11,790	12,210
8	11,750	11,955	12,215	12,645
9	12,175	12,380	12,640	13,080
10	12,600	12,805	13,065	13,515
11	13,025	13,230	13,490	13,950
12		13,655	13,915	14,385
13			14,340	14,820
14				15,255

\* BA - \$500 less

Less than BA - \$1000 less



LAKE MICHIGAN COLLEGE

Salary Schedule - 1971-72

<u>Step</u>	<u>MA *</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>
1	9,450	9,735	10,075	10,430
2	9,900	10,185	10,525	10,885
3	10,350	10,635	10,975	11,350
4	10,800	11,085	11,425	11,810
5	11,250	11,535	11,875	12,270
6	11,700	11,985	12,325	12,730
7	12,150	12,435	12,775	13,190
8	12,600	12,885	13,225	13,650
9	13,050	13,335	13,675	14,110
10	13,500	13,785	14,125	14,570
11	13,950	14,235	14,575	15,030
12		14,685	15,025	15,490
13			15,475	15,950
14				16,410

\*BA - \$500 less

Less than BA - \$1000 less

*Doctorate \$1000  
beyond schedule  
Contingent upon*

CALENDAR

2nd Semester - 1970-71

Monday,	January 11	Semester Begins New Student Orientation
Tuesday,	January 12	Advising - Registration
Wednesday,	January 13	
Thursday,	January 14	Meetings
Friday,	January 15	
Monday,	January 18	Classes Begin
Monday,	April 5	Spring Vacation
Monday,	April 12	
Thursday,	May 13	Last Day of Classes
Friday,	May 14	Final Examinations
Thursday,	May 20	
Friday,	May 21	Final Grades Due
Saturday,	May 22	Semester Ends Commencement

Teaching = 78; Professional = 12 -- Total 90

CALENDAR

SUMMER SESSION, 1971

Thursday,	June 10	Evening Registration
Friday,	June 11	Registration
Monday,	June 14	Classes Begin
Friday,	July 23	Six Week Session Ends
Monday,	July 26	Final Grades Due
Friday,	August 6	Eight Week Session Ends
Monday,	August 9	Final Grades Due

## CALENDAR

### 1st Semester - 1971-72

Monday,	August 16	New Student Orientation New Faculty Orientation
Tuesday,	August 17	Advising - Registration
Wednesday,	August 18	Advising - Registration
Thursday,	August 19	Faculty and General Staff Meetings
Friday,	August 20	Division and Committee Meetings
Monday,	August 23	Classes Begin
Monday,	September 6	Labor Day
Thursday,	November 25	Thanksgiving
Friday,	November 26	
Monday,	December 13	Final Examinations
Monday,	December 20	
Tuesday,	December 21	Final Grades Due Semester Ends

Teaching = 77; Professional = 13 -- Total 90



## CALENDAR

### 2nd Semester - 1971-72

Monday,	January 3	Semester Begins New Student Orientation
Tuesday,	January 4	Advising - Registration
Wednesday,	January 5	
Thursday,	January 6	Faculty Workshop,
Friday,	January 7	Faculty, Division and Committee Meetings
Monday,	January 10	Classes Begin
Friday,	March 31	Spring Vacation
Friday,	April 7	
Thursday,	May 4	Last Day of Classes
Friday,	May 5	Final Examinations
Thursday,	May 11	
Friday,	May 12	Final Grades Due
Saturday,	May 13	Semester Ends Commencement

Teaching = 78; Professional = 12 --- Total 90

CALENDAR

SUMMER SESSION, 1972

Thursday,	June 8	Evening Registration
Friday,	June 9	Registration
Monday,	June 13	Classes Begin
Friday,	July 21	Six Week Session Ends
Monday,	July 24	Final Grades Due
Friday,	August 4	Eight Week Session Ends
Monday,	August 7	Final Grades Due

CALENDAR

1st Semester - 1972-73

Monday,	August 14	New Student Orientation New Faculty Orientation
Tuesday,	August 15	Advising - Registration
Wednesday,	August 16	Advising - Registration
Thursday,	August 17	Faculty and General Staff Meetings
Friday,	August 18	Division and Committee Meetings
Monday,	August 21	Classes Begin
Monday,	September 4	Labor Day
Thursday,	November 23	Thanksgiving
Friday,	November 24	
Monday,	December 11	Examinations
Monday,	December 18	
Tuesday,	December 19	Final Grades Due Semester Ends

Teaching = 77; Professional = 13 -- Total 90