

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

Michigan State University

A G R E E M E N T

1974-75 Academic Year

Southwestern Michigan College

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1973, by and between the BOARD OF TRUSTEES of the SOUTHWESTERN MICHIGAN COLLEGE, hereinafter referred to as the "Board", and the SOUTHWESTERN MICHIGAN COLLEGE EDUCATION ASSOCIATION, hereinafter referred to as the "Association".

W I T N E S S E T H:

ARTICLE I - PURPOSE AND INTENT

The purpose of this Agreement is to establish clearly, in writing the full agreement between the parties concerning the salaries, terms, and conditions of employment that shall prevail for the duration of this Agreement.

NOW, THEREFORE, the Board and the Association have, in consideration of these mutual promises and stipulations hereinafter specified, agreed to abide by the terms set forth herein for the duration of this Agreement.

ARTICLE II - RECOGNITION

SECTION 1: The Board recognizes the Association as the sole representative for the collective bargaining negotiations on salaries, terms, and conditions of employment for all full-time faculty and regular part-time day faculty personnel of SOUTHWESTERN MICHIGAN COLLEGE, including classroom instructors, counselors, librarians, department chairmen, twelve (12) month instructional personnel, director of nursing and director of athletics, but excluding the president, vice-president, deans, director of continuing education, supervisors and all other employees.

- (a) For those faculty members who sign and deliver to the Administration appropriate authorizations properly signed and which conform to the requirements of the law, the Board will deduct the Association dues from their pay checks in an amount agreed upon between the parties and certified as appropriate by the Treasurer of the Association and remit the same to the Treasurer of the Association within the next fifteen (15) days after such deduction.
- (b) Although the Employer will employ diligence in keeping its records and making such deductions, it will not be obligated for any error which occurs on deductions from the employees'

Southwestern Michigan College  
Dowagiac, Michigan 49047

pay as provided in this Section. When brought to their attention, corrections will be promptly made. The Association further agrees to indemnify the Employer for deductions made based upon certification of the Association.

SECTION 2: The Board agrees not to negotiate with any faculty organization other than the Association with respect to the members of the bargaining unit described above for the duration of the Agreement.

SECTION 3: The parties hereto agree that neither shall discriminate against any faculty member with respect to wages, hours, and other terms and conditions of employment by reason of his membership or non-membership in the Association, his participation in any activities of the Association or collective professional negotiations.

SECTION 4: Nothing contained herein shall be construed to deny or restrict to any instructor rights he may have under Michigan laws or other applicable laws or regulations. The rights granted to instructors hereunder shall be deemed to be in addition to those provided elsewhere.

#### ARTICLES III - BOARD RIGHTS

SECTION 1: The Board reserves all its rights not expressly limited by the provisions of this Agreement.

#### ARTICLE IV - ASSOCIATION RIGHTS

SECTION 1: Copies of this Agreement for all faculty members now employed or hereafter employed by the Board shall be printed and expenses shall be divided equally between the Board and the Association.

SECTION 2: The faculty may use rooms at the College for meetings and special programs of the professional teachers' organizations, provided that:

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

SECTION 3: Duly authorized representative of the Association shall be permitted to transact official Association business on College

property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations.

SECTION 4: The Association shall have the right to use College facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

SECTION 5: The Association shall have the right to post notice of its activities and meetings of Association concern on instructor bulletin boards located in the faculty wings.

#### ARTICLE V - CONTACT HOURS AND COURSE PREPARATION

SECTION 1: The full-time teaching load for a faculty member during the academic year shall be considered to consist of either thirty-two (32) credit hours or forty-one (41) contact hours, whichever occurs first.

SECTION 2: An instructor shall be assigned no more than a total of seven (7) separate preparations during the fall and spring semesters. No additional preparation will be assigned without the prior written consent and approval of the instructor. Should another preparation be necessary to meet the needs of the students and/or insure a balanced departmental offering, the instructor shall be paid an additional two hundred dollars (\$200.00) for this voluntary overload preparation.

(a) The following shall not be considered preparations within the meaning of this Section of the Agreement:

1. Laboratory sections, to include audio-visual laboratories.
2. Physical Education activity courses.

(b) The following shall be considered as one preparation each per year when taught by the same instructor:

1. Intermediate/Advanced Typing
2. Intermediate/Advanced Shorthand

(c) The following shall be considered as one preparation each per semester per instructor:

1. Clinical Nursing

- a. Nursing 160 series
- b. Nursing 175 series
- c. Nursing 200 series
- d. Nursing 250 series
- e. Nursing 120 series
- f. Nursing 121 series
- g. Nursing 122 series

SECTION 3: Cooperative training. The number of students engaged in cooperative training assignments shall be equated in the following manner:

- (a) Eight (8) students or major fraction thereof shall be equated as one credit hour.

The coordinator of cooperative training activities shall conduct a minimum of one related course per semester on campus.

SECTION 4: Registration activities are a necessary prelude to the instructional function of the College and shall be considered an integral part of the faculty responsibilities.

#### ARTICLE VI - HOURS OF EMPLOYMENT

SECTION 1: No instructor shall be required to teach a Saturday or Sunday class.

SECTION 2: The normal College day shall extend from 8:00 A.M. until 5:00 P.M. A teacher's class shall not begin more than seven (7) hours apart and the span of time (excluding lunch hour) from the beginning of the first class to the end of the last class in any one day shall not exceed eight (8) hours. However, 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 (1) such course within one (1) school year. This Section shall not preclude a faculty member from volunteering to teach outside the normal academic day.

SECTION 3: Instructors shall maintain at least five (5) hours per week for consultation with students, to be not less than one (1) hour per day (provided the instructor's assigned schedule permits). (Such hours shall be in addition to their schedule of classes.)

- (a) Each instructor shall post on his office door his consultation hours. Students may make consultation appointments with the instructor.

## ARTICLE VII - FACULTY MEETINGS

SECTION 1: Faculty members are expected to attend all staff meetings called between 8:00 A.M. and 5:00 P.M. Monday through Friday.

## ARTICLE VIII - SICK LEAVE

SECTION 1: Ten (10) days of sick leave will accrue during the academic year to each full-time faculty member.

- (a) A new faculty member must report for work at the beginning of the College year before he is eligible for sick leave.

SECTION 2: Unused sick leave days shall be allowed to accumulate for each faculty member to a maximum of sixty (60) days.

- (a) Sick leave shall not be charged against an instructor whose classes have been covered by a colleague. Such leave shall not exceed a period of two (2) days.

SECTION 3: Accumulated sick leave will be cancelled when employment with the College is terminated and will not be compensated with additional or terminal pay.

SECTION 4: Upon request by the Board, a faculty member must submit a certificate from a medical doctor confirming the illness for which sick leave is sought and a statement to the effect that such faculty member is physically and mentally able to return to his classroom duties.

SECTION 5: In case of critical illness of a member of the employee's household, a maximum of five (5) days per year will be granted with pay. Such leave shall be deducted from sick leave.

SECTION 6: Reasonable leave may be permitted for matters which cannot be cared for in free time and which would result in legal, business or family disadvantage if not covered at the appropriate time. Such leave shall be arranged in advance with the appropriate dean and provision made for handling responsibilities in the faculty member's absence. This leave will be at regular pay and shall not exceed two (2) days per academic year. Such leave shall be deducted from sick leave.

## ARTICLE IX - FUNERAL LEAVE

SECTION 1: A funeral leave shall be granted with pay for a period not to exceed three (3) days to attend the funeral of a faculty member's immediate family, to include present spouse, son, daughter,

mother, father, mother-in-law, father-in-law, brother and sister.

- (a) Such leave shall be deducted from the faculty member's accumulated sick leave.

#### ARTICLE X - LEAVE OF ABSENCE

SECTION 1: Any faculty member whose personal illness extends beyond the period compensated for in Article VIII may be granted a leave of absence, without pay, for a period not to exceed two (2) semesters for complete recovery. Upon returning from a leave during the College year, the faculty member shall be assigned to the same position, if available, or a substantially equivalent position if any position is available.

- (a) In computing service to determine the employee's position on the salary schedule at the expiration of this leave, time spent on leave shall not be counted the same as time of active service in the College.

SECTION 2: Sabbatical leaves for study and research may be granted subject to available funds by the Board of Trustees, on recommendation by the President, to members of the faculty who have completed seven (7) years of continuous service at the College. These sabbatical leaves shall be in recognition of significant service through teaching and counseling. Sabbatical leave may be for six (6) months at full salary or for twelve (12) months at half salary.

- (a) Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he would have been placed had he taught in the College during such period.

#### ARTICLE XI - LETTER OF APPOINTMENT

SECTION 1: Letters of appointment will be offered full-time faculty members whose services are desired for the next College year not later than March 15 of each year.

SECTION 2: If the faculty member accepts the reappointment, he shall sign and return the letter not later than April 1. If the reappointment letter is not signed and returned by the faculty member by April 1, his position shall be considered vacant for the following academic year.

SECTION 3: All letters of appointment shall indicate that: "Any change in wages, hours and conditions of employment resultant from professional negotiations shall be applicable to such appointment."

## ARTICLE XII - ACADEMIC AND CIVIC FREEDOM

SECTION 1: Faculty members shall be free to present instructional materials which are consistent with the approved syllabus and are pertinent to the subject and level taught, and shall be expected to present all facets of any controversial issue in an unbiased manner.

## ARTICLE XIII - ADMISSION TO COURSES

SECTION 1: Faculty members are to be granted tuition-free entrance for credit or non-credit to any class they desire so long as there is no conflict with their own assignment. Faculty dependents (including husband or wife, children or legally adopted children) are to be granted tuition-free entrance for credit or non-credit to any class for which they meet entrance requirements.

- (a) The above is applicable only if the required minimum number of regular, paying students are enrolled in the course.
- (b) All fees in any of the courses must be paid by the individual enrolled under these provisions.

## ARTICLE XIV - GRIEVANCE PROCEDURE

SECTION 1: A grievance is a claim or complaint by a faculty member, a group of faculty members or the Association, hereinafter referred to as "grievant", based upon an alleged violation, misrepresentation or misapplication of any provision of this Agreement.

SECTION 2: First Step. A faculty member who believes he has a grievance shall first submit the matter in writing to his dean or discuss the matter with his dean personally or accompanied by an Association representative within five (5) College days after the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is submitted to the dean in writing, the dean shall respond to the written grievance within three (3) College days after receipt of the written grievance.

SECTION 3: Second Step. Those grievances which have not been settled in the first step and are to be appealed to the second step shall be submitted in writing to the President within ten (10) College days after the occurrence of the event upon which the grievance is based and shall state the facts upon which the grievance is based, when they occurred, and shall be signed by the grievant. The President or someone by him designated shall meet with the grievant and/or Association representative or representa-

tives within five (5) College days after receipt of the grievance to consider the grievance. The President shall give a written answer to the grievant and/or his Association representative or representatives within five (5) College days after the date of this meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the President.

SECTION 4: Third Step. If the grievance has not been settled in the second step and if it is to be appealed to the third step, the grievant and/or his Association representative or representatives shall notify the President in writing within five (5) College days after receipt of the President's second step answer of the desire to appeal. If such request is made, the grievance shall be reviewed at a hearing between the Board, its designated representative, if desired, the President, the grievant and/or the Association representative or representatives within ten (10) College days after receipt by the President of the notice of the desire to appeal. A written answer shall be given by the Board within fifteen (15) College days after the date of the third step meeting.

SECTION 5: Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant.

SECTION 6: The presentation and discussions of grievance provided for in this Article shall take place outside of the regular College hours, except during the first two (2) steps of this procedure (Sections 2 and 3 of this Article) which will be held during College hours so long as all persons involved could so meet without interference with their assigned duties.

SECTION 7: In the event grievances filed under this Article shall not be satisfactorily settled during the College year, they shall continue after the end of the College year with the weekdays Monday through Friday being as if they were College days in determining the time limits set forth above.

SECTION 8: The proceedings shall be kept confidential among the aggrieved party, Association and Administration in the absence of the consent of the aggrieved.

#### ARTICLE XV - TERMINATION OF EMPLOYMENT

SECTION 1: Any employee whose professional services are terminated under this Agreement for professional incompetence shall first have been advised in writing of his incompetence and given the opportunity to correct such for a reasonable period of not less than sixty (60) calendar days. If, at the end of such period, it is still



deemed that such employee's services should be terminated, he shall be so advised in writing, indicating the reasons and date of such termination, and such termination shall constitute a case as set forth below.

SECTION 2: No full-time faculty member employed for an academic year shall be discharged or demoted from that employment without cause. Such cause for that discharge shall be given to the employee in writing if so requested by the employee.

Such action as taken by the Board shall be subject only to the grievance procedure beginning with Section 4, step three, provided the grievance is filed with the Secretary of the Board within fifteen (15) days after receipt of notice of such action.

SECTION 3: In the event it should be decided under the grievance procedure that the employee was unjustly discharged, the College shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure.

SECTION 4: It is understood and agreed by and between the parties that the employees under the jurisdiction of the Association do not, in fact, have the right to avail themselves of the provisions of the Teacher Tenure Act. In the event it may be determined in the future that such employees do, in fact, have the right to avail themselves of the provisions of said Act, then the provisions of this Section shall be null and void; it being understood that an employee may not avail himself of both the grievance procedure and the provisions of the Teacher Tenure Act.

#### ARTICLE XVI - GENERAL

SECTION 1: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

SECTION 2: This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual faculty member contracts heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies

of the Board.

SECTION 3: Not later than March 1, 1975, the parties shall engage in good faith collective bargaining for the purpose of negotiating an agreement for the academic year of 1975-76.

SECTION 4: The salary schedule and other compensatory provisions for the teaching faculty for the College year 1972-73, 1973-74 and 1974-75 is set forth in Appendix A attached hereto and by this reference is made a part of this Agreement.

SECTION 5: The calendar for the academic years 1973-74 and 1974-75 shall be determined in the same manner as the 1972-73 calendar (i.e., the same format with appropriate date changes) but shall not exceed one hundred eighty (180) contract days. Any change to a "4-1-4" schedule shall:

- (a) Result in an overall proportionate reduction of work days to increased daily contact; and
- (b) Not result in the academic year commencing earlier or terminating later than under the above-mentioned format. The "mini-mester" shall not be deemed to be a part of any full-time faculty member's teaching contract.

ARTICLE XVII - DURATION

This Agreement shall become effective as of the 16th day of August, 1972, and the terms and provisions thereof shall remain in full force and effect through the 1974-75 academic year (Fall and Spring Semesters).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Dowagiac, Michigan, on this \_\_\_\_\_ day of \_\_\_\_\_, 1973.

SOUTHWESTERN MICHIGAN COLLEGE  
BOARD OF TRUSTEES:

SOUTHWESTERN MICHIGAN COLLEGE  
EDUCATION ASSOCIATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX A

SECTION 1: The salary schedule for full-time faculty for the indicated academic years shall be:

1972-73

<u>Step</u>	<u>Bachelor's Degree or Equivalent</u>	<u>Master's Degree</u>	<u>Master's + 15</u>	<u>Master's + 30</u>	<u>Doctorate</u>
0	\$ 8,000	\$ 8,400	\$ 8,600	\$ 8,800	\$ 9,400
1	8,440	8,862	9,073	9,284	9,917
2	8,757	9,179	9,390	9,601	10,234
3	9,073	9,495	9,706	9,917	10,550
4	9,390	9,812	10,023	10,234	10,867
5	9,759	10,181	10,392	10,603	11,236
6	10,128	10,550	10,761	10,972	11,605
7	10,497	10,919	11,130	11,341	11,974
8	10,867	11,289	11,500	11,711	12,344
9	11,236	11,658	11,869	12,080	12,713
10	11,711	12,133	12,344	12,555	13,188
11	12,185	12,607	12,818	13,029	13,662
12	12,660	13,082	13,293	13,504	14,137
13		13,821	14,032	14,243	14,876

1973-74

<u>Step</u>	<u>Bachelor's Degree or Equivalent</u>	<u>Master's Degree</u>	<u>Master's + 15</u>	<u>Master's + 30</u>	<u>Doctorate</u>
0	\$ 8,000	\$ 8,400	\$ 8,600	\$ 8,800	\$ 9,400
1	8,440	8,862	9,073	9,284	9,917
2	8,904	9,349	9,572	9,795	10,462
3	9,239	9,684	9,906	10,129	10,797
4	9,572	10,017	10,240	10,462	11,130
5	9,906	10,352	10,574	10,797	11,465
6	10,296	10,741	10,964	11,186	11,854
7	10,685	11,130	11,353	11,575	12,243
8	11,074	11,520	11,742	11,965	12,633
9	11,465	11,910	12,132	12,355	13,023
10	11,854	12,299	12,522	12,744	13,412
11	12,355	12,800	13,023	13,246	13,913
12	12,855	13,300	13,523	13,746	14,413
13	13,356	13,802	14,024	14,247	14,915
14		14,581	14,804	15,026	15,694

1974-75

<u>Step</u>	<u>Bachelor's Degree or Equivalent</u>	<u>Master's Degree</u>	<u>Master's + 15</u>	<u>Master's + 30</u>	<u>Doctorate</u>
0	\$ 8,000	\$ 8,400	\$ 8,600	\$ 8,800	\$ 9,400
1	8,440	8,862	9,073	9,284	9,917
2	8,904	9,349	9,572	9,795	10,462
3	9,394	9,863	10,098	10,334	11,037
4	9,747	10,217	10,451	10,686	11,391
5	10,098	10,568	10,803	11,037	11,742
6	10,451	10,921	11,156	11,391	12,096
7	10,862	11,332	11,567	11,801	12,506
8	11,273	11,742	11,977	12,212	12,916
9	11,683	12,154	12,388	12,623	13,328
10	12,096	12,565	12,799	13,035	13,739
11	12,506	12,975	13,211	13,445	14,150
12	13,035	13,504	13,739	13,975	14,678
13	13,562	14,032	14,267	14,502	15,206
14	14,091	14,561	14,795	15,031	15,735
15		15,383	15,618	15,852	16,557

The above salaries are for the academic year of two semesters.

SECTION 2: All employees covered under this Agreement shall receive either a 5.5% increase or the percentage increase in the Consumer Price Index (all cities as determined by the Bureau of Labor Statistics) for the period between July 1, 1972, and June 30, 1973, whichever is greater, over his 1972-73 salary for the academic school year 1973-74.

All employees covered under this Agreement shall receive either a 5.5% increase or the percentage increase in the Consumer Price Index (all cities as determined by the Bureau of Labor Statistics) for the period between July 1, 1973, and June 30, 1974, whichever is greater, over his 1973-74 salary for the academic school year 1974-75.

SECTION 3: Stipends paid to full-time faculty members for the following intercollegiate sports assignments and extra-curricular activities for the 1972-73 academic year shall be not less than:

Basketball	\$1,100
Golf	330
Cross Country	440
Track	605
Wrestling	825
Newspaper	440
Yearbook	220
Director of Athletics	440

SECTION 4: Hours above the Master's Degree must be in the instructor's teaching field or courses from an approved program of study.

SECTION 5: No more than eight (8) years of outside experience may be allowed.

SECTION 6: Group benefits

- (a) In support of travel to approved professional meetings an allowance of fifty dollars (\$50.00) is allocated to each faculty member.
- (b) There is allocated to each full-time faculty member a maximum of \$601 in support of an approved comprehensive group insurance program.
  - (1) This amount shall be increased to \$661 for the academic year 1973-74 and \$727 for the academic year 1974-75.
  - (2) These monies may be applied to the MESSA insurance programs beginning in the academic year 1973-74.

SECTION 7: The salary schedule may be adjusted by the Board upon recommendation of the President in order to acknowledge business or experience, special talent or ability of an individual instructor, provided, however, that the total expenditure for faculty salaries is consistent with the current budget.

SECTION 8: The salary schedule for part-time day instructors shall be paid at the rate of ten dollars and fifty cents (\$10.50) per contact hour.

SECTION 9: COUNSELORS. Base salaries for full-time counselors shall be determined by placement on the salary schedule for the teaching faculty. The term of employment for the base salary shall not exceed thirty-eight (38) work weeks. The average work week for full-time counselors shall be forty (40) hours.

SECTION 10: Librarians. Full-time librarians may be employed on an annual basis that shall include fifteen (15) days of vacation time. Base salaries for all full-time professional librarians shall be determined by placement on the salary schedule for the teaching faculty.

SECTION 11: NURSING PROGRAM. All full-time nurses will be placed on the regular teaching salary schedule. Summer pay may be computed by pro-rating the academic year salary over the summer period.

SECTION 12: DEPARTMENT CHAIRMEN. All department chairmen will receive a stipend of five hundred twenty-five dollars (\$525.00) for the academic year.

SECTION 13: If an instructor exceeds the yearly average of one hundred seventy-five (175) students (count computed at the end of the fourth week, second semester), the College will pay ten dollars (\$10.00) for each student over this annual average.

SECTION 14: Additional stipends for extra duty may be increased in the academic years 1973-74 and 1974-75 in an amount not to exceed 5.5%.