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AGREEMENT

FACULTY SENATE - BOARD OF TRUSTEES

GLEN OAKS COMMUNITY COLLEGE

1974 - 1975

Glen Oaks Community College

Glen Oaks Community College
~~the~~ Centreville, Michigan
49032

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ARTICLE I

RECOGNITION

- A. The Board of Trustees of Glen Oaks Community College recognizes the Glen Oaks Community College Faculty Senate as the collective bargaining representative for all of its full-time teaching faculty including counselors and professional library employees, but excluding all administrative personnel and clerical, custodial, and other non-teaching personnel.

All members of the bargaining unit shall hereafter be referred to as "instructors" unless otherwise specifically noted.

- B. The Senate agrees to maintain its eligibility to represent all instructors by continuing to admit persons to membership without discrimination if they qualify under the definition described in Article I, Section A.
- C. Membership in the Glen Oaks Faculty Senate is not compulsory and no instructor(s) shall be required to join the Senate. However, because the Faculty Senate provides a negotiating service and maintenance of contract service to all instructors covered by the Agreement, the instructor(s) electing not to join the Faculty Senate will be expected to pay an annual service fee to the Faculty Senate. The service fee is determined annually by majority vote of the Senate membership and effective the beginning of the Fall Semester. The assessment of this fee will be made on an annual basis for the duration of this Agreement.

D. This Agreement shall supersede any existing rules, regulations, or practices of the Board or administration which shall be contrary to or inconsistent with its terms. Neither the Board nor the Faculty Senate shall make changes in this Agreement except after good faith negotiation and agreement between the Board and Senate.

ARTICLE II

BOARD OF TRUSTEES RELATIONSHIP

- A. The Board shall make available to the Senate upon its reasonable request, and within a reasonable time thereafter, such nonconfidential statistics and financial information, related to Glen Oaks Community College and in possession of the Board, as are necessary for negotiation of collective bargaining agreements.

It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested that are not already compiled in that form unless mutually agreeable.

- B. The President of the Senate shall be furnished with a copy of the Agenda of each public meeting of the Board with all the normal nonconfidential attachments at the time regular distribution is made.
- C. The President of the Senate shall be furnished with a copy of the unapproved and approved Minutes of each public meeting of the Board at the same time regular distribution is made.
- D. Items requested by any instructor(s) represented by the Faculty Senate will be entitled to appear on the Board Agenda. Said instructors may discuss, if they so choose, the agenda items with the Board. In particular, the Senate shall be given the opportunity to advise the Board with respect to any major revision

of educational policy and construction programs, when pertinent to the quality of instruction, prior to their adoption and/or general publication. Acceptance for discussion of items requested by instructors and appearance before the Board will be in accordance with the following procedures:

1. Prior to the item's adoption on the Board agenda, the instructor(s) will discuss the issue with the appropriate administrator(s).
2. The instructor(s) will document in writing summaries of discussions with appropriate administrator(s) which show the College President that a concerted effort has been made to resolve differences before the item is accepted for the Board agenda. Once the College President receives documentation, items presented by the instructor(s) shall be accepted for the Board agenda provided written notification is submitted to the College President by noon on Wednesday the week preceding a regularly scheduled meeting.
3. It is understood that items requested by the instructor(s) and ensuing discussion with the Board in no way obligates the Board, or abridges its rights, in final decisions affecting revisions of educational policy and/or construction programs. The role of the Senate is limited to advisement. However, it is understood the failure to grant the instructor(s) hearing for presentment of considered opinion in these matters is a violation of this Agreement, recourse for which is described by and limited to the Grievance Procedure (Article XI).

4. Appearance before the Board by instructor(s) represented by the Faculty Senate is not to be construed as representation of recommendations on educational policy and/or construction programs determined jointly by the several agents constituting the College Forum.

Likewise, procedures outlined in this section of the Agreement (except as qualified in Article II, Section D-3) preclude appearance before the Board on items of wages, hours, or working conditions inasmuch as such items appear before the Board only in conjunction with the provisions and procedures outlined in Article XI.

- E. The Senate will be permitted to make use of school facilities and equipment including typewriters, duplicating equipment, calculating machines and all other types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Equipment shall not be removed from the building without agreement of the administrator responsible for such equipment.
- F. The Faculty bulletin boards and other media of teacher communication for official college business may be used by the Faculty Senate, provided that all Senate materials are clearly identified as such and the Senate assumes all responsibility for such materials.
- G. The Board of Trustees of the District in its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all rights, power, authorities, duties, and

responsibilities conferred upon and vested in it by the statutes and the Constitution of the State of Michigan and the statutes and Constitution of the United States of America. These rights and responsibilities within the context and stipulations of this Agreement shall include items such as the following:

1. The executive management and regulation of the District and its properties, facilities, programs, and employees which include:
 - a. Establishment and maintenance of educational policy.
 - b. The construction or acquisition and maintenance of building and equipment.
 - c. Final decision on establishing individual courses and programs of instruction including special programs.
 - d. Keeping the college buildings, equipment and instructional equipment in good repair and furnishing materials, equipment and non-teaching services for conducting the college properly.
2. The hiring, retaining, paying, promoting and dismissing of the employees represented by the Faculty Senate.

The exercise of these rights, powers, authorities, duties and responsibilities by the District and the adoption of such rules, regulations, and policies as it may deem necessary shall be consistent with such statutory and constitutional provisions, and the Board or administrative agent shall be free to exercise all such rights and authority to the extent permitted by law,

provided, however, that no actions shall violate any of the express terms of this Agreement.

H. In matters related directly to instruction which affect the on-going educational programs of the College, instructors shall have an opportunity to advise the appropriate administrator(s) on the following items:

1. Course scheduling.
2. Course addition, deletion, and revision.
3. Materials and supplies budgets.
4. Equipment purchases and budgets.
5. Rental budgets.
6. Maintenance and repair of instructional equipment budgets.
7. Travel budgets and requests to attend conferences appropriate to subject matter taught, and membership in recognized professional organizations which enhance the image and purpose of the College.

I. The Board agrees to make ten monthly regular deductions (September through June) from the salary of any instructor who shall furnish proper authorization by signature for the payment of the annual assessment by the Glen Oaks Faculty Senate and to forward promptly such monies to the Treasurer of the Glen Oaks Faculty Senate.

J. In addition to required Federal and State of Michigan deductions from payroll, the Board agrees to make regular payroll deductions from the regular salary checks of any instructor who provides written authorization for the following:

1. Federal Reserve Insured banks and savings-and-loan institutions in St. Joseph County, Michigan, who are willing to participate in a payroll deduction plan. Employees represented by the Faculty Senate may select any one of the participating banks or savings-and-loan institutions.
2. School Employees Credit Union, home office Kalamazoo, Michigan, and duly recognized as having credit union authority in the District.
3. Any United Fund campaign operated within St. Joseph County Michigan.

Procedures for acquiring payroll deduction service are as follows:

1. The instructor must advise the College Business Manager or his designee of the request for authorized deduction(s) two weeks in advance of the beginning pay date for the deduction(s).
 2. The instructor must advise the College Business Manager or his designee of decision to terminate payroll deduction(s) two weeks in advance of the termination pay date for the deduction(s).
- K. It is contemplated that terms and conditions of employment provided in this Agreement in writing shall remain in effect until the expiration of this Agreement unless altered by mutual agreement in writing between the parties. If it is agreed mutually by the Faculty Senate and the Board of Trustees or its administrative agent that matters of vital mutual concern should be discussed in behalf of public interest, then the parties to this Agreement will accordingly undertake to cooperate in

arranging meetings, selecting representatives for discussing,
furnishing necessary information, and otherwise constructively
considering and resolving any such matters.

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ARTICLE III

CONDITIONS OF EMPLOYMENT

- A. All notices of professional vacancies shall originate from the College President. First consideration shall be given existing faculty and staff to fill any and all professional vacancies. Notice of all vacancies shall be distributed to all instructors. The College President may recommend existing faculty and staff to fill vacancies, but not without having made a 30-day prior notice of vacancy available to all instructors. These notices shall detail position open, qualifications required and salary range. Except that in the event a vacancy occurs which must be filled in less than 30 days, the period of required notice may be accordingly reduced by the College President, but in any case shall not be less than five (5) days, and that the reduced time be called to the attention of the President of the Glen Oaks Community College Faculty Senate prior to posting.
- B. Preferred minimum educational requirements for full-time teaching, counseling, and library work shall be a Master's degree in subject matter directly related to the position being filled; or the equivalent technical education and/or experience.
- C. Each instructor who shall be offered a letter of appointment for a position at Glen Oaks Community College shall be provided with a copy of this Agreement. The letter of appointment shall state the title of the position.

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- D. When an instructor speaks or writes as a citizen outside of the classroom, he shall be free from administrative and institutional censorship and discipline. The instructor bears the responsibility for and shall clarify the fact that he speaks or writes as an individual and not on behalf of the College.
- E. The freedom to explore and to discuss ideas and issues, either accepted or controversial, is the right of each instructor at Glen Oaks. The criteria for such freedom is that of seeking improved knowledge and understanding of ideas and issues so that all participants in such discussions may judge the presented material with maturity and competence. In keeping with the stated goals of the College, accepted or controversial ideas and issues may be explored with the following guidelines in mind:
1. Using methods of critical thinking for problem solving and for discriminating among values.
 2. Showing a clear connection with the purposes and objectives of the course.
 3. Presenting available materials on all sides of an issue or idea.
- F. Instructors shall be entitled to those full rights of citizenship stated in the Constitution of the United States and its ratified amendments. Ordinarily, the private life of any instructor is not within the appropriate concern or attention of the Board unless it becomes detrimental to his effectiveness as an instructor or is detrimental to the standing of the College in the community. If such detrimental behavior should occur, an instructor may be subject to disciplinary procedures stated in the Agreement and
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specific Board policies as long as such procedures and policies neither violate nor abridge his constitutional rights.

Furthermore, no religious, political, or community activities or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of any instructor.

However, instructors shall not conduct religious or political proselytizing on the Glen Oaks campus or other places where Glen Oaks instructors are assigned to carry out the ongoing programs and curriculum of the College.

- G. It is understood that during the course of negotiations, neither the faculty nor the Board of Trustees or its administrative agent will cause any interruption in the normal educational programs of the College for the purpose of discussing current negotiations between the Glen Oaks Faculty Senate and the Glen Oaks Board of Trustees.

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ARTICLE IV

CONTINUITY OF EMPLOYMENT

A. Probation

1. Newly employed instructors shall be placed on probationary status for three (3) years. Ordinarily, the beginning of a probationary period coincides with the beginning of the academic calendar; full-time instructors starting their contractual duties after the beginning date of the academic calendar shall be allowed to apply that calendar year as one full year toward the completion of the required three-year probationary period. However, the probationary status may be extended for any instructor who does not meet the minimum requirements, if applicable, set by a State of Michigan agency, for his or her teaching assignment. The probationary status of such instructor shall be extended as long as he or she progresses toward full approval, and at a rate approved by the college. When minimum requirements set by the college have been satisfied, the instructor shall be advanced to continuing contract if the three-year probationary period has been satisfied.
2. The performance of all probationary instructors shall be evaluated in writing by the Vice President for Academic Affairs or his designee and shall include at least one (1) evaluation each semester during the probationary period with a copy of the report sent to the instructor and with a

scheduled conference to discuss the evaluation. Evaluations will be based on observations in classrooms, laboratories, or other assigned stations where instruction is performed. Observations may be announced or unannounced. In the case of announced intention by the Vice President for Academic Affairs or his designee to observe and evaluate an instructor, procedures shall include at least the following:

- a. One advance meeting to discuss the instructor's specific goals for the observed class period.
- b. One class hour of observation to witness the implementation of those goals.
- c. One meeting after the observation to discuss the success or failure of the instructor to meet those goals.
- d. A written summary of the observation shall be provided to the instructor and the instructor shall have the opportunity to discuss this written observation with the evaluator.
- e. The instructor shall have the right to reply in writing to the observer's written summary.

An unannounced visit shall include procedures "b" through "e" above.

3. If the designated administrative observer feels a particular instructor is sufficiently weak in his teaching, or his actions appear to be in conflict with established policies and procedures of Glen Oaks Community College, then the case shall be presented to an Evaluating Committee consisting of:

- a. One representative to be appointed by the original administrative observer.
- b. One representative to be appointed by the Faculty Senate.
- c. One representative to be appointed by the instructor being observed.

The instructor being evaluated and the original administrative evaluator cannot appoint themselves as members of the Evaluating Committee. The Evaluating Committee will consider the case in question and formulate an opinion of the committee which shall be transmitted to the original evaluator within ten (10) working days from the time the committee was notified.

4. If a probationary instructor is to be dismissed, he shall be notified in writing by the President of the College or his designee with the reason(s) for the action no later than ninety (90) days prior to the end of the academic year. At his or her request the instructor shall be granted a review of the decision with the administrative observer and/or the President of the College. The instructor will at this time also be given a hearing with the Board of Trustees if a hearing is requested by the instructor. Failure to send the above written statement ninety (90) days prior to the end of the academic year shall be considered as conclusive evidence that the instructor's work is satisfactory and said probationary instructor shall be employed for the ensuing year.

If procedures in Article IV, Section A-1, 2 and 3 have been followed, denial of extension of probation or advancement to continuing contract and resulting termination of contract shall be excluded from the grievance procedure.

5. During the probationary period, regular increments as specified in the salary schedule, Appendix A, will be obtained.
6. Ordinarily, part-time employment shall not be considered as part of the probationary period; however, the Administration may recommend to the Board of Trustees that successful part-time teaching, previous experience, and/or outstanding institutional contribution be ground(s) for shortening the probationary period.

B. Continuing Contract

Having satisfactorily completed the probationary period, the instructor shall be advanced to continuing contract appointment. Continuing contract shall remain in force with annual agreements regarding status and salary, and instructors holding continuing contract shall not be demoted from salary, step or level, or duty. Said instructors will hold continuing contract until resignation, retirement, or dismissal for reasonable cause. Reasonable cause shall include the following:

1. Falsification of information on employment application.
2. Failure to perform contractual duties.
3. Classroom subject matter incompetency.
4. Criminal conduct as stipulated in Article IV, D of this agreement.

C. An instructor whose actions appear to be in conflict with established policies and procedures of Glen Oaks Community College may be dismissed under the following procedure:

1. The Vice President for Academic Affairs shall give the instructor a written evaluation of the instructor's performance. Said evaluation shall include the following:
 - a. Specified statement of grounds for dismissal charges.
 - b. Evidence of reasonable cause for invoking the dismissal procedure.
 - c. Recommended corrections, with a specified amount of time during which the instructor is to accomplish the recommended corrections.
2. If the above procedure does not give satisfactory results, the instructor will then be given an evaluation of his performance in writing by the College President. A time specified by the College President will be given the instructor to make recommended corrections.
3. If the instructor does not make satisfactory correction, as outlined above, the College President will then give the instructor, in writing, the requirements necessary to maintain his appointment status. The instructor will, at this time, be given a hearing with the Board of Trustees, if a hearing is requested by the instructor.
4. The College President may make recommendations to the Board of Trustees regarding the appointment status of the instructor.

5. Action by the Board of Trustees, individually or collectively, detrimental to the appointment status of an instructor shall be taken only after a written recommendation from the College President.
6. An instructor whose current appointment is to be terminated will be notified by the College President prior to March 1. Notification will be by registered mail.
7. The right of due process in matters of dismissal is defined by Article XI of this agreement.
8. The right of an instructor to terminate his appointment by resignation shall not be abridged by the above dismissal procedure.

D. Suspension and/or Dismissal of Faculty for Reason of Criminal Conduct

The College President, upon presentation of substantial evidence, may summarily suspend an instructor if the instructor is legally charged with any felony(ies) or high misdemeanor(s) punishable by the courts. The instructor shall be notified by registered mail of the charges and evidence of the charges that have been made against him. Having received notice of charges by registered mail, the instructor shall be entitled to review the available evidence affecting the case with the College President. If an instructor has been suspended and is subsequently found to be not guilty of the charges made against him, then such instructor will be promptly reinstated, and will be fully compensated for all

salary and any adjustments on the salary schedule which would otherwise have been received during the period of suspension.

An instructor found guilty of any felony(ies) or high misdemeanor(s) is subject to dismissal by the Board of Trustees upon recommendation of the College President. In cases of recommended dismissal said instructor is entitled to an appearance before the Board. The final dismissal decision is not grievable under the Grievance Procedure, Article XI.

ARTICLE V

STAFF REDUCTION

- A. No instructor shall be demoted from level, step or salary because of insufficient funds. Ordinarily, no non-teaching assignment shall be made during the duration of the instructor's annual contract period unless it is made with his consent. In cases, however, when a lack of enrollment results in less than a full-time teaching assignment in his qualified teaching areas, possible alternate assignments may be discussed with the instructor.
- B. Whenever it is necessary to decrease the size of the instructional staff because of insufficient funds or substantial and actual decrease of student population, the College President, having previously consulted and discussed with the Faculty Senate, may recommend to the Board that it cause the necessary number of instructors in the affected subject area, beginning with those serving probationary periods, to be placed on leave of absence, without pay, but only in inverse order of their appointment.
 1. When circumstances shall be appropriate, each instructor placed on leave of absence as aforementioned shall be reinstated in inverse order of this placement on leave of absence.
 2. Such re-employment shall not result in loss of status or credit for previous years of service.

3. No new appointments shall be made within three (3) years while there are available instructors on leave of absence and who are adequately qualified to fill the vacancies unless such instructors shall fail to advise the College President within fifteen (15) days from date of notification by the College President of positions available.
- C. Summer school is excluded from the above procedure for staff reduction.

ARTICLE VI

TEACHING FACILITIES

It is recognized that the availability of optimum college facilities for both students and instructors is desirable to ensure the high quality of instruction and other services which are the goal of both instructors and the Board. It is also acknowledged that the primary responsibility of the instructor is to teach, and that the organization of the college and the college day, as well as the college facilities, should be directed toward ensuring that the energy of the instructor is primarily directed to this end.

- A. The Board shall provide each instructor with ample office space and all equipment which is necessary to carry out instructional preparation, professional proficiency, and student consultation, subject to budget limitations. The objective is the one-instructor office.
- B. The Board shall provide at no charge a year-around, well-maintained, lighted, and supervised parking lot which the instructors may use. Parking privileges of the instructors will be the same as members of the administration.
- C. The Board shall provide a lounge for the exclusive use of the employees and their guests.
- D. Professional secretarial service shall be provided for the instructors.

E. Classrooms shall be well-equipped, well-lighted, and shall not be assigned without regard to sufficient space allotment. In certain lab situations (science and technology), the minimum requirements for student safety should be followed when determining the number of students for any allocated room space.

ARTICLE VII

SUMMER AND EXTRA-CONTRACTUAL TEACHING

A. Summer Teaching

1. All instructors employed for summer assignments shall be paid 1/38 of their current salary on Appendix A per equated credit hour taught.
2. If the instructor accepts a summer school contract, but employment is cancelled, he shall be given a non-teaching position with Glen Oaks Community College for the summer at the same rate of pay as he would have received for summer teaching. This position shall not be detrimental to the instructor's professional status.
3. Instructors shall be granted a minimum of two (2) days (non-cumulative) per summer session for illness, personal business and/or emergencies.
4. In order to establish priority for teaching summer school, each instructor will be given three (3) priority points for each year of service, accumulative to six (6) points. When an instructor first reaches six (6) points, he shall not add any more points until his total points (accumulated points plus three added points) will not exceed six (6) points. For each course an instructor teaches in summer session, he will lose one (1) point. The instructor with the greatest

number of points will be given priority in teaching summer session, if otherwise equally qualified.

B. Extra-Contractual Teaching

1. Extra-contractual teaching shall be a teaching assignment for which the instructor shall receive extra-compensation, under Appendix B, and shall not be covered in the normal job description of an instructor. This will include all continuing education courses.
2. Each instructor shall have the right to accept or to reject at his option any and all extra-contractual assignments. The Board shall not obligate an instructor to assume an extra-contractual assignment without prior written consent of the instructor involved, nor shall the Board or any administrator impose a condition on any individual that his contract or promotion is contingent upon his willingness to accept an extra-contractual assignment.
3. Extra-contractual duties are to be granted in separate contracts as specified in Article III, Section D.
4. No instructor shall be expected to perform any extra-contractual assignment until he has received and accepted an appropriate separate written contract for such assignment.
5. The performance of teaching overloads and/or salaried or released time assignments scheduled in Appendix B may be evaluated by the Vice President for Academic Affairs or his

designee. The performance of extra-contractual duties scheduled in Appendix B shall not be considered in the evaluation of an instructor's standing as a full-time instructor.

ARTICLE VIII

PROFESSIONAL COMPENSATION

- A. The basic salaries of the instructor covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.
- B. The salary schedule is based upon 40 work weeks within any 41 consecutive weeks, starting on or about the first day of September of each year. During the 40 work weeks there will be twenty paid holidays and/or vacation days including the following specific holidays if they fall within the 40 work week period:

Labor Day	1 day
Thanksgiving	1 day
Day after Thanksgiving	1 day
Christmas (Dec. 24 & 25)	2 days
New Year's (Jan. 1 & 2)	2 days
Good Friday	1 day
Memorial Day	1 day

In addition to the above holidays a portion of the 20 holiday and/or vacation days will be scheduled to provide an uninterrupted vacation between the Christmas and New Year's holidays. A work week shall be defined as a period of five working days and shall ordinarily exclude Saturdays and Sundays. When mutually agreed between an instructor and the Administration, instruction may be scheduled for Saturdays and/or Sundays; however, no schedule shall include six (6) consecutive days of instruction or presence on campus. Special programs and offerings requiring special

scheduling throughout the week shall be arranged by mutual consent between the instructor and the Administration.

- C. All newly employed instructors shall be given experience credit on the salary schedule as set forth in Appendix A for previous related employment. The experience to be credited shall be at the discretion of the employer.
- D. No presently employed instructor shall have his or her level or step re-evaluated or reduced from the 1973-74 Board-Senate Agreement. All newly employed instructors as well as presently employed instructors shall advance in accordance with the following formulas for the duration of this Agreement:

Level One - Bachelor's degree or equivalent technical, industrial, or professional training.

Level Two - This level may be obtained by earning the following semester hours of credit beyond the date of attainment of the Bachelor's degree:

1. Fifteen (15) semester hours beyond the Bachelor's degree.
2. Fifteen (15) semester hours of equated, technical, industrial, or professional workshops and institutes.
3. Any combination of 1 and 2 above.

Level Three - This level may be obtained by earning the following:

1. Master's degree.

2. Fifteen (15) semester hours or more of graduate level credit beyond the attainment of the Bachelor's degree and one of the following:
 - a. Fifteen (15) equated semester hours of technical, industrial, or professional workshops or institutes.
 - b. Fifteen (15) semester hours of college credit awarded following attainment of the Bachelor's degree.
 - c. A combination of fifteen (15) semester hours from a and b above.

Level Four - This level may be obtained by earning the following semester hours of credit beyond the date of attainment of the Master's degree:

1. Fifteen (15) semester hours of college graduate credit.
2. Fifteen (15) semester hours of equated technical, industrial, or professional workshops and institutes.
3. A combination of fifteen (15) semester hours from 1 and 2 above.

Level Five - This level may be obtained by following either of the following:

1. Sixty (60) semester hours beyond the date of attainment of the Bachelor's degree culminating

with a Specialist's degree or Master of Fine Arts degree.

2. Thirty (30) semester hours of college graduate credit beyond the date of attainment of the Master's degree of which fifteen (15) semester hours may be equated technical, industrial, or professional workshops and institutes.

Level Six - This level may be obtained by following either one of the following:

1. Fifteen (15) semester hours of graduate credit beyond the date of attainment of the M.F.A. or Specialist's degree.
2. Forty-five (45) semester hours of graduate credit beyond the date of attainment of the Master's degree.
3. Forty-five (45) semester hours of graduate credit beyond the date of attainment of the Master's degree of which fifteen (15) may be equated technical, industrial, or professional workshops and institutes as approved by the Vice President for Academic Affairs before enrollment.

Level Seven - This level may be obtained by one of the following:

1. Thirty (30) semester hours of graduate credit beyond the date of attainment of the M.F.A. or Specialist's degree.

2. Sixty (60) semester hours of graduate credit beyond the date of attainment of the Master's degree.
3. Sixty (60) semester hours of graduate credit beyond the date of attainment of the Master's degree of which thirty (30) may be equated technical, industrial or professional workshops and institutes as approved by the Vice President for Academic Affairs before enrollment.

Level Eight - An earned Doctorate.

In certain cases the following exceptions to Level descriptions shall apply:

1. Undergraduate credit may be substituted for graduate credit by the Vice President for Academic Affairs.
 2. Date of attainment clauses in Levels Three through Seven shall not apply in cases in which an instructor has been dual enrolled in advance degree programs.
- E. The equating of technical, industrial, professional workshops and institutes, and the approval of college credit hours shall be done by a joint committee of two instructors appointed by the President of the Faculty Senate and two administrators appointed by the President of the College. In cases where the committee cannot arrive at a decision, the President shall make the final decision. All appeals for assignment to the levels shall be submitted to this committee.

- F. All instructors employed for extra teaching assignments during the regular school year shall be paid 1/45th of their current salary per equated credit hour taught, or the rate of a part-time instructor whichever is greater.
- G. Non-teaching personnel represented by the Faculty Senate will follow the administrative calendar as to working days rather than the Faculty Calendar (Article XIV). They will receive an extra compensation of twelve percent (12%) of the MA base pay. They will have twenty-three (23) working days of paid vacation. They will have, with the permission of the President, extra paid leave in alternate years for the purpose of advanced educational study. This extra leave would be for a summer college session and would include the instructor's regular vacation for that year. Their workday will be eight (8) hours or a total of forty (40) hours a week. The allocation of this time is to be arranged mutually by these instructors and their immediate supervisors. Extensions of this day or week will be compensated at the same rate as the per hour pay of part-time instructors or may, with mutual consent, be paid with compensatory time.
- H. For 1974-75, instructors shall advance two full steps up to the maximum scheduled salary for their levels. Advancement shall be based on the 1973-74 step and level placement. In the cases of instructors on Levels Three, Four or Five of Appendix A who had achieved maximum scheduled salary during the 1973-74 college year, advancement for 1974-75 shall be one step over the 1973-74 maximum step.

ARTICLE IX

LEAVES OF ABSENCE

- A. Sick Leave. Each instructor shall be entitled to ten (10) days of sick leave per year under the following conditions:
1. Personal illness, unlimited accumulation.
 2. Illness of the immediate family, non-cumulative. The immediate family shall include: Spouse, children, and other members of the employee's household.
- B. Bereavement. Each instructor shall be allowed five (5) calendar days in the event of death of any of the following members of the employee's family:
1. Spouse
 2. Children
 3. Parents of the employee and spouse
 4. Brothers and sisters of the employee and spouse
 5. Grandparents of the employee and spouse
 6. Members of the employee's household
- C. Personal Business. Each instructor may be allowed leave for personal business not to exceed two days per year. Prior arrangements for this leave must be made with the immediate supervisor.
- D. Military Duty. Instructors will be allowed leave of absence, without pay, to fulfill military obligations. Faculty standing

and unused accrued benefits will be maintained during the period of military service, but accrual of benefits will be discontinued. Faculty on military leave will continue to make normal advancements on the salary schedule.

- E. Medical Leaves. Instructors may be allowed time for medical and dental appointments. Instructors are encouraged to obtain medical appointments not conflicting with their work schedule.
- F. Sabbatical Leaves. All sabbatical leaves shall be limited to purposes that clearly promise reciprocal advantage to the college, as determined by the College President, through the enhancement of personal competence by study, research, writing, travel, or cognate pursuits, or any combination thereof. An instructor may be allowed up to one year of sabbatical leave upon application to and approval by the College President. The salary of an instructor on sabbatical leave shall be computed at fifty percent (50%) of the step and level that the instructor would be on if he were present at the college. If the instructor requests less than a full academic year, the sabbatical salary will be proportional to the amount of time the instructor is on leave. The number of instructors on sabbatical leave during any one year shall not exceed ten percent (10%) of the membership of the bargaining unit. All reasonable applications shall be granted, except that if the number of instructors requesting sabbatical leave for any one year exceeds ten percent (10%), then the College President shall grant such leave on the basis of seniority

of service. To be eligible for sabbatical leave, an instructor must have served five years with Glen Oaks Community College. An instructor receiving sabbatical leave is required to return to Glen Oaks Community College for at least one year, subject to provisions of State Law. On return from such leave, an instructor may receive an adjustment of level on the salary schedule, but not an adjustment in step. After receiving sabbatical leave, an instructor will be eligible for another such leave after he has completed five additional years of service to the college.

- G. Leave Without Pay. Instructors may be granted leave without pay upon application submitted to, and approved by, the College President.
- H. Professional Conferences. Instructors are encouraged to attend professional conferences. Upon application to, and approval by, the College President they may be allowed time to attend without loss of salary. Expenses may be applied for as authorized in Article X, Section C-1.
- I. Holidays and Vacations. Instructors will follow the school calendar and other agreements specified in their letter of appointment.
- J. Maternity Leave. A pregnant instructor with a permanent letter of appointment shall be granted one (1) leave of absence without pay for a period up to one (1) calendar year for maternity. The leave request must be made to the College President by the third month of pregnancy. The dates for work termination and return will be mutually agreed upon between the College President and the instructor involved at the time the leave is granted.

- K. An instructor who is a President, Vice President, Secretary, or Treasurer of an organization dealing with professional concern shall be allowed time to attend meetings concomitant with their duties in said organizations upon prior request and approval from the Vice President for Academic Affairs without loss of salary.
- L. The Glen Oaks Faculty Senate shall be granted one day leave of absence per year, without loss of pay, for the conduct of Senate business.
- M. At the beginning of the 1974-75 college year each instructor with at least one (1) year's service at Glen Oaks Community College, may volunteer to contribute one (1) day of his sick leave allowance to a common bank to be administered by the College Business Office. Contributors who have exhausted their accumulated personal sick leave allowance may withdraw up to a maximum of five (5) days per year provided that there are sufficient days in the bank. The total number of sick days in the bank shall not exceed twenty-eight (28) days. When an instructor resigns as a full-time employee, all of his contributed sick days shall be withdrawn from the bank. Upon resignation an instructor's accumulated sick days shall not be placed in the sick bank.

ARTICLE X

FRINGE BENEFITS

- A. The Board shall continue to make available a full family health insurance program equivalent to M.E.S.S.A. Super Med II (see Appendix C of this Agreement) with the Board paying the premium for instructors and any dependents covered by the policy. The carrier shall not be either M.E.S.S.A. or S.E.T. If an instructor does not have any dependents insured, then the Board shall make available to such instructor additional insurance as requested, providing, however, that the premium cost shall not exceed the usual cost for dependents.
- B. The Board shall grant on request full-tuition scholarships to Glen Oaks Community College, to all full-time instructors, their spouses, and their natural and/or adopted children. The award of such scholarships shall not be contingent upon any other qualifications.
- C. Reimbursable Expenses
1. Instructors upon application to and approval by their Division Chairmen and the appropriate supervisor will be reimbursed for authorized expenses related to their duties within the limitations of the appropriate Division budget.
 2. A newly employed instructor whose residence is outside the Glen Oaks Community College District may be allowed fifty percent (50%) of the cost of moving household goods provided

that an estimate of the cost is submitted to, and approved by, the College President previous to the moving day. The Board shall notify the instructor of this provision in advance of his moving.

D. Retirement

Instructors are entitled to all benefits of the Michigan Public School Employee's Retirement Fund and to the Federal Insurance Contribution Act benefits.

ARTICLE XI

GRIEVANCES

A. Initiation of a Grievance

1. Any instructor or group of instructors represented by the Faculty Senate or the Faculty Senate as a Collective Agent may initiate a grievance relating to salaries, terms or conditions of employment, or of procedures in disciplining an instructor(s), or any condition affecting wages, hours or conditions of employment in the following instances:
 - a. If there has been a violation, misinterpretation, or misapplication of any provision of this agreement between the Glen Oaks Faculty Senate and the Board of Trustees.
 - b. If there are existing Board of Trustee policies or administrative regulations or directives which violate the terms of this Agreement.
 - c. If there has been a violation, misinterpretation, or misapplication of statutory and/or constitutional provisions, except for statutes which specifically establish a procedure for redress.
2. The policy for presenting Grievances shall be consistent with Section Eleven of Public Acts 336, 1947 as amended.
3. The "Aggrieved person" is the person or persons initiating the Grievance. The term "days" shall mean calendar days.

B. General Provisions

1. All discussions shall be kept confidential among the aggrieved party, the Senate representative, and the administration in the absence of the consent of the aggrieved.
2. Statement of Basic Principles. The failure of an administrator at any level to communicate his decision to the aggrieved party within the prescribed time limits set forth in the Grievance Procedure shall constitute admission by the administration that the aggrieved party correctly interpreted the terms of this Agreement and the administration shall accept the interpretation of the aggrieved party as correct and, thereby, adjust the Grievance to the satisfaction of the aggrieved party and in accordance with the terms of this Agreement.
3. The failure of the instructor or the Senate to appeal a decision to the next highest step within the time limits prescribed in the Grievance Procedure shall constitute a withdrawal and shall bar further action on that Grievance.
4. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits, however, may be extended by mutual consent.
5. All documents, communications, and records dealing with a Grievance shall be filed separately from the personnel files of participants.

6. The aggrieved person shall at all levels of the procedure have the right to counsel.
7. Hearings and conferences held under this Procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present to attend. When such hearings and conferences are during school hours all employees whose presence is required shall be excused for that purpose with no reduction in pay.

C. Procedure

1. In the interest of maintaining harmonious relations, an alleged Grievance shall first be discussed with the appropriate administrator with the object of resolving the matter informally:
 - a. By the instructor in person on his own behalf.
 - b. By the instructor accompanied by a Senate representative.
 - c. Through the Senate representative if the faculty representative so requests, or
 - d. By the Senate representative in the name of the Senate.
2. In the event any alleged Grievance is not satisfactorily adjusted in the preliminary stage, it shall be forwarded in writing to the appropriate administrator within thirty (30) days after the aggrieved party discovers the action on which the Grievance is based. If the Grievance is not filed within this time, it will be considered as waived.

The appropriate administrator shall return copies of the Grievance to the faculty member and the Senate with his decision in writing within ten (10) days of the receipt of the Grievance.

3. In the event that a Grievance concerning an instructor is not satisfactorily resolved, it shall be referred to the College President with the appropriate administrator's written decision. In the event a Grievance concerning a counselor is not satisfactorily resolved, it shall be referred to the College President with the appropriate administrator's written decision.
4. The College President shall have fifteen (15) days to review the Grievance and to arrive at a decision. The College President shall report his decision in writing within the above period to the aggrieved party and the Senate.
5. If the faculty member or the Senate is dissatisfied with the decision of the College President, he or the Senate may refer the matter to the Board of Trustees of Glen Oaks Community College within ten (10) days after receiving the written decision by submitting a copy of the Grievance to the Chairman of the Board of Trustees.

Within fifteen (15) days of the receipt of the Grievance the Board shall meet to consider it, at which time the aggrieved instructor or Senate shall have the right to be heard. The decision of the Board shall be communicated in writing to the instructor and the Senate within five (5) days of the meeting.

6. If the instructor or the Senate is dissatisfied with the decision of the Board of Trustees, the instructor or Senate may request mediation by the State Labor Mediation Board.

If mediation is desired, the aggrieved instructor or the Senate will deliver written notice of that desire to the Board of Trustees within ten (10) days after receipt of the decision of the Board of Trustees.

If either the Senate or the Board of Trustees is dissatisfied with the decision of the State Labor Mediation Board, the dissatisfied party may refer the matter to arbitration by delivering written notice of this desire to the other party within ten (10) days of receipt of the decision of the State Labor Mediation Board.

The arbitrator shall be the American Arbitration Association. The decision of the Association shall be final and binding on both parties provided that the arbitrator shall confine his opinion to the sole question of whether or not (1) there has been a violation, misinterpretation or misapplication of any provision of this agreement, or (2) there has been a deviation from or misinterpretation or misapplication of written policies or procedures affecting the conditions of employment of instructors in effect from time to time. He shall give no opinion with respect to any matter left by this agreement or by law to the discretion of the Board of Trustees or administration.

The result of the decision shall be implemented within fifteen (15) days of receipt of the decision.

The Board of Trustees and the aggrieved party will each pay one-half of the cost of arbitration.

ARTICLE XII

DIVISION CHAIRMEN

- A. When Division Chairmen are deemed necessary by the Administration they shall be appointed by the President of the College. Service as a Division Chairman shall be considered as an extra-contractual assignment, and subject to the provisions of Article III, Section D, and Article VII, Section B.
- B. The duties of the Division Chairmen shall be determined by the Administration and shall be clearly stated to the faculty in writing.

ARTICLE XIII

TEACHING LOADS AND ASSIGNMENTS

Each division, in consultation with the immediate administrative supervisors, shall determine equitable instructional assignments including class sizes, teaching loads and number of preparations for that division within the guidelines provided below. Consideration will be given to the type of instruction, to the nature of the content, and to other non-instructional duties.

- A. Each instructor will maintain a minimum of five (5) posted office hours per week, during which time the instructor will be in his office. Instructors who by mutual consent have been scheduled for special laboratory assignments falling outside their computed teaching load may have those scheduled laboratory hours applied toward equal fulfillment of office hours. It is understood that such scheduling will not include open lab assignments or committee assignments. A copy of such office hours will be provided to the administration. It is understood that the usual place of work for instructors is on the campus.
- B. During the 40 scheduled work weeks a minimum teaching load shall be not less than 28.5 equated hours nor more than a total of 38 equated hours. The maximum teaching load for a six week interim shall be 6 equated hours. The maximum teaching load in a regular semester will be one of the following, mutually agreed upon by the instructor and the administration prior to the beginning of the fall semester:

1. Seventeen equated hours.
2. Nineteen equated hours in each of two consecutive semesters.

If it is mutually agreed upon in writing for an instructor to accept a nineteen equated hour maximum load, then he shall have fulfilled his obligation at the end of the second semester and any other duties beyond shall be voluntarily assumed and reimbursed in accordance with this agreement.

English Composition shall be equated at 1.25. Where contact hours exceed semester hours, contact hours in excess of semester hours shall be equated at 0.8.

Each instructor will be paid an overload factor of $1/45$ th of his current instructional salary for each equated hour over his maximum teaching load in each semester. If an instructor's total teaching load for the 40 weeks exceeds 38 equated hours he will receive overload pay at the rate of $1/45$ th of his current instructional salary for each equated hour over 38, less any overload paid for an individual semester. (A contact hour shall be defined as a 50 minute class session per week per one semester.)

When an instructor completes 38 equated hours, or a total of equated hours to which the addition of a class would create an overload, the instructor shall have fulfilled his contractual obligation and any other duties shall be voluntarily assumed and reimbursed using the $1/45$ th overload factor for equated hours over a total of 38.

- C. The number of different course preparations should be limited to two preparations and should not exceed three preparations per semester.
- D. An instructor shall not be assigned a class before 10:00 a.m. following a class assignment after 6:00 p.m. without prior consultation and agreement of the instructor involved.
- E. Night teaching assignments shall not be the exclusive prerogative of part-time instructors. Credit for instruction of night classes and load distribution shall be computed as described in Article XIII, Section C.
- F. Instructors will have extra-curricular activity assignments that are voluntarily assumed. Instructors shall be consulted in the scheduling of their class hours and other assignments prior to the administrative decision of said assignment for the purpose of input from the affected instructor relative to the compatibility of such assignment.
- G. Each instructor participating in a team-teaching assignment will have his teaching load computed as if the assignment were an individual class taught by each instructor. However, during the first two semesters in which such a course is offered, the teaching load of each instructor may be computed on any basis mutually agreed upon by the Vice President for Academic Affairs and the instructors involved.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- A. This Agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.
- C. Copies of this Agreement shall be duplicated at the expense of Glen Oaks Community College and presented to all faculty members now employed or hereafter employed and made available for perusal by any faculty members considered for employment.

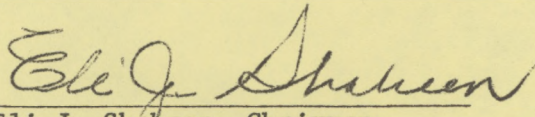
ARTICLE XV

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of August 31, 1974, and shall continue in effect until August 31, 1975. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. Either party may give written notice to the other party of its desire to negotiate a new Agreement by not later than March 1, 1975. Acknowledgement must be given within five calendar days after receipt of this notice and negotiations shall commence within thirty calendar days of the date of the notice.

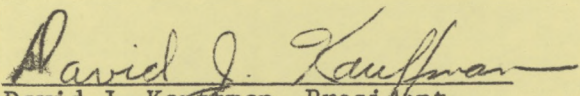
GLEN OAKS COMMUNITY COLLEGE
BOARD OF TRUSTEES

By:

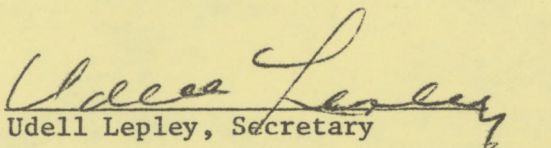

Eli J. Shaheen, Chairman

GLEN OAKS COMMUNITY COLLEGE
FACULTY SENATE

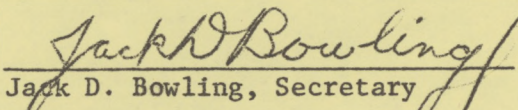
By:


David J. Kauffman, President

By:


Udell Lepley, Secretary

By:


Jack D. Bowling, Secretary

Date of Signing Oct 2, 74

APPENDIX A
1974-1975
FACULTY SALARY SCHEDULE

STEP	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
1	7,425 .90	7,838 .95	8,250 1.00	8,663 1.05	9,075 1.10	9,488 1.15	9,900 1.20	10,313 1.25
2	8,003 .97	8,415 1.02	8,828 1.07	9,240 1.12	9,653 1.17	10,065 1.22	10,478 1.27	10,890 1.32
3	8,580 1.04	8,993 1.09	9,405 1.14	9,818 1.19	10,230 1.24	10,643 1.29	11,055 1.34	11,468 1.39
4	9,158 1.11	9,570 1.16	9,983 1.21	10,395 1.26	10,808 1.31	11,220 1.36	11,633 1.41	12,045 1.46
5	9,735 1.18	10,148 1.23	10,560 1.28	10,973 1.33	11,385 1.38	11,798 1.43	12,210 1.48	12,623 1.53
6	10,313 1.25	10,725 1.30	11,138 1.35	11,550 1.40	11,963 1.45	12,375 1.50	12,788 1.55	13,200 1.60
7	10,890 1.32	11,303 1.37	11,715 1.42	12,128 1.47	12,540 1.52	12,953 1.57	13,365 1.62	13,778 1.67
8	11,468 1.39	11,880 1.44	12,293 1.49	12,705 1.54	13,118 1.59	13,530 1.64	13,943 1.69	14,355 1.74
9	12,045 1.46	12,458 1.51	12,870 1.56	13,283 1.61	13,695 1.66	14,108 1.71	14,520 1.76	14,933 1.81
10	12,623 1.53	13,035 1.58	13,448 1.63	13,860 1.68	14,273 1.73	14,685 1.78	15,098 1.83	15,510 1.88
11		13,613 1.65	14,025 1.70	14,438 1.75	14,850 1.80	15,263 1.85	15,675 1.90	16,088 1.95
12			14,603 1.77	15,015 1.82	15,428 1.87	15,840 1.92	16,253 1.97	16,665 2.02
13			15,180 1.84	15,593 1.89	16,005 1.94	16,418 1.99	16,830 2.04	17,243 2.09
14				16,170 1.96	16,583 2.01	16,995 2.06	17,408 2.11	17,820 2.16
15					17,160 2.08	17,573 2.13	17,985 2.18	18,398 2.23
16						18,150 2.20	18,563 2.25	18,975 2.30
17						18,728 2.27	19,140 2.32	19,553 2.37

APPENDIX B

Non-credit Adult Education Courses:

Compensation for instructors of adult education courses will be at a rate of \$7.50 per class hour for a minimum enrollment, and \$10.00 per class hour when enrollment of tuition paying students reaches 150% of minimum. Minimum enrollment will be determined on the basis of .75 tuition paying students per hour of instruction.

Coaching salaries shall be the percentages of scheduled salary shown below or equated released time.

Coach - Men's basketball - 10% (paid in eight equal payments commencing with the second pay period in November.)

Coach - Cross Country - 5% (paid in five equal payments commencing with the first pay period in September.)

Coach - Indoor Track - 5% (paid in five equal payments commencing with the first pay period in January.)

Coach - Outdoor Track - 5% (paid in five equal payments commencing with the first pay period in April.)

Coach - Baseball - 5% (paid in five equal payments commencing with the first pay period in April.)

Coach - Golf - 5% (paid in five equal payments commencing with the first pay period in April.)

APPENDIX B (continued)

Compensation for the following positions shall be as indicated. If a salary is paid, the payments shall be made in equal amounts throughout the regular school year.

Athletic Director - 5% of salary or released time.

Drama Director - 10% of salary or released time.

Music Director - 10% of salary or released time.

School Newspaper Advisor - 6% of salary or released time.

Yearbook Advisor - 5% of salary or released time.

Cheerleader Advisor - 2% of salary.

Literary Magazine Advisor - 6% of salary or released time.

Division Chairmen

During the period of service as Division Chairman, said person shall have a reduction in teaching load and/or monetary consideration commensurate with time involved as determined by the administration.

APPENDIX C

FRINGE BENEFITS - INSURANCE COVERAGES

General

Covers hospital, surgical, medical and drug expenses up to one million dollars lifetime maximum.

Hospitalization

In-Patient: 100% eligible expenses up to one million dollars, also includes full coverage for Mental and Nervous, and Tuberculosis.

Out-Patient: Injury: 100% to one million.
Emergency Illness: 80% of all eligible expenses without deductible.
Surgery: 100% of hospital expense.

In-Hospital Medical Benefit

Full Doctor's charge for first \$500 per confinement, plus 80% of excess.

Surgery

No Deductible: 100% of the 1964 California Relative Value Schedule with a unit value of 7.5 (\$1,500 maximum), plus 80% of excess of reasonable and customary charges. Additional benefits are available for assistant surgeons and the anesthetist.

Diagnostic X-ray and Laboratory

100% without deductible when ordered by a licensed physician.

Major Medical

Coverage . pays 80% of miscellaneous benefits without deductible.
Eligible expenses include:

Physician Charges
Private Duty Nursing
Professional Ambulance
Prescription Drugs
Oxygen, Blood and Plasma
Artificial Limbs
Braces and Crutches
Radiology and Radium

Nursing Home Care up to
\$30 a day (unlimited
days) following a hos-
pital confinement.

APPENDIX C (continued)

Out-Patient Psychiatric

50% of first \$30 (\$15 a visit) to either psychiatrist or consulting psychologist, 50 visits per year. Drugs for mental and nervous.

All Benefits are subject to a maximum of one million dollars lifetime benefits for each insured.

Life Insurance

\$10,000 Life Insurance

\$10,000 for either Accidental Death or Dismemberment

Weekly Income Insurance

\$50 per week, maximum 26 weeks