AGREEMENT BETWEEN

BOARD OF TRUSTEES OF GLEN OAKS COMMUNITY COLLEGE

AND

GLEN OAKS COMMUNITY COLLEGE ASSOCIATION OF OFFICE PERSONNEL

1973-74

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AGREEMENT BETWEEN

BOARD OF TRUSTEES OF GLEN OAKS COMMUNITY COLLEGE

AND

GLEN OAKS COMMUNITY COLLEGE ASSOCIATION OF OFFICE PERSONNEL

This Agreement entered into this second day of July, 1973 by and between the Board of Trustees of Glen Oaks Community College hereinafter sometimes referred to as the "Board," and the Glen Oaks Community College Association of Office Personnel hereinafter sometimes called the "Association."

Preamble

Whereas, the parties have a nutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain in good faith with respect to hours, wages, terms and conditions of employment for personnel represented by the Association, such personnel being fully described in Recognition hereof; and

whereas, the parties, following negotiations, have reached mutual agreement in consideration of the mutual covenants, it is hereby agreed as follows:

Recognition

A. The Board of Trustees of Glen Oaks Community College recognizes the Association as the exclusive bargaining representative for all full-time regular employees, but excluding the Bursar, the Bookstore Manager, the President's Secretary, the Secretary to the Business Manager and new probationary employees. The Board agrees not to negotiate with any educational office personnel organization other than the Association for the duration of this agreement.

ARTICLE I

Employees' Rights and Board Rights

- A. The Glen Oaks Community College Association of Office Personnel, as the exclusive bargaining representative of the office employees, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan statutes now or hereafter enacted, except as expressly limited by terms of this Agreement.
- B. The Board hereby retains and reserves unto itself, without limitation all the powers, rights, 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, except as expressly limited by the terms of the Agreement. The Board reserves the right to determine work assignments and or hours of work.
- C. The Association and its members shall have the right to use College building facilities for business meetings, provided that such facilities are available and scheduled with the Dean of Instruction.
- D. The Association shall have access to information as presented to the Board of trustees concerning the financial resources of the district, adopted budgets, salaries, and such other information as it may reasonably require for purposes of evaluating and negotiating, and settling misunderstandings and grievances.
- E. The Association agrees to represent equally all office employees covered by this agreement.
- F. The provision of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, or marital status. Nor shall any office employee be prejudiced in his employment because he has joined or failed to join any lodge, religious group, employee association, union, or other lawful organization.

ARTICLE II

Negotiation Procedures

- A. Not later than April 15 of the calendar year in which this Agreement is subject to reopen or expire, the Board and the Association agrees to begin negotiations concerning a successor Agreement, in accordance with the procedures set forth herein. Any Agreement so negotiated shall apply to all office employees covered by this agreement and shall be reduced to writing and signed by the Board and the Association.
- B. In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or outside the College District. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association.

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ARTICLE III

Job Descriptions

- A. Job descriptions shall serve as the basis for defining job requirements and content.
- B. Job descriptions for present positions shall be developed and maintained by the Administration. These descriptions shall become a part of the policies handbook within thirty (30) days of the acceptance of this Agreement and remain in effect during the duration of this agreement.

 A job description of a newly created position shall be given to the secretary of the Association within thirty (30) days of postings.
- C. A salary schedule shall be a part of this contract. It shall reflect three schedules based upon the following classifications:

Schedule A - Secretary to an Administrator

Schedule B - General Secretary

Schedule C - Clerk/Typist

All employees covered by this contract shall be paid on the basis of their assignments.

If an employee receives a change in assignment the salary change will be implemented on the date the assignment is effective.

- D. Job descriptions shall contain the following:
 - 1. Position title
 - 2. Organization relationships3. Supervision

 - 4. Major responsibilities
 - 5. Qualifications
 - 6. and other pertinent factors
- E. Factors common to each position within a job classification shall be used to evaluate the position and to establish the classification of new positions and reclassification of existing positions.

ARTICLE IV

Appointment and Assignment

- A. Appointment of office personnel shall be made in writing and shall state step placement, classification, salary, and a brief resume of an individual's professional experience, with a copy to the secretary of the Association within one day. Such personnel will be appointed by the Business Manager. Placement of a new position on the salary schedule shall be in cooperation with the Association. If the college requests an employee to temporarily transfer to a lower classified position, except as a part of a layoff, the employees' pay shall remain the same as in the higher classification until the pay of the lower classification increases to the same pay rate of the individual. This would not apply if the employee, for personal reasons, applied voluntarily upon a job opening in a lower classification in which she would be qualified.
- B. Supervision of office personnel is the exclusive responsibility of their immediate supervisor.
- C. Employees covered or not covered by this Contract shall not displace other employees covered or not covered by this Contract by performing the work or a portion of the work normally performed by such employees on extended basis.
- D. No secretary shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause. Any such discipline, reprimand or reduction in rank compensation, or advantage asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure hereinafter set forth.

ARTICLE V

Vacancies

- A. All job openings, both new, or vacancies being refilled, shall be posted, and shall contain job titles and general descriptions of the position.
- B. Three working days notice of job openings for both full-time and part-time office employment shall be given to each office employee, in writing.

 Notices shall again be given when the position is filled or withdrawn.

 However, any employee actively working or on leave or lay off shall be given three (3) working days time from date of notice to apply for the position. Notice for these not on active duty shall be by certified mail or by telephone call to the employee in person.
- C. Job openings will be filled according to seniority by full-time employees who have the necessary skills and who are interested in changing work assignments when it is agreeable between employee and prospective supervisor.

ARTICLE VI

Reclassification and Job Elimination

- A. No transfers or reclassifications shall be made without prior discussion with the employee and the Association. Job descriptions, payroll and personnel records will be made available for purposes of evaluation.

 Any reclassification of employees covered by this contract will be subject to negotiation. Full-time employees may be reclassified upon request. These requests may be initiated by either the employer or the Association in behalf of the employee, and must be approved by the Association and employer.
- B. Seniority shall prevail in all transfers and reclassifications among equally qualified employees.
- BUMPING: The person "bumping" shall bump the next lower person in seniority: i.e. not the last person employed necessarily. Then the person bumped will bump the next person lower in seniority, etc. The last employee to be displaced shall be considered an employee on lay-off and will enjoy recall rights.
- D. An employee who fills a job opening and is a regular employee of the college shall be given a trial period of not less than thirty (30) working days. If the supervisor determines that he is unable to perform the job at the end of the thirty (30) day period he shall be returned to his regular job with no loss in seniority.
- E. In case the employee does not choose to bump the employee will go on lay-off.

ARTICLE VII

Seniority

- A. All new employees shall be considered probationary for the first thirty (30) working days and actively at work during this period. An extension of twenty (20) working days may be granted if deemed necessary by the immediate supervisor. Terms of the extension shall be provided the employee in writing. During this probationary period, the employee shall have no seniority rights, but at the completion of this period the employee shall be placed on the active seniority list and shall be credited back to the employment date.
- B. The college retains the right to lay-off or terminate a new employee during the probationary period. The grievance procedure shall not apply.
- C. In the event of a lay-off during the probationary period and recall within ninety (90) calendar days, said employee shall complete the thirty (30) day period but shall have credit for the length of time earned before the lay-off occurred.
- D. Seniority earned before the date of this contract shall be retained by all office employees.

ARTICLE VIII

Resignation and Termination

A. Resignation

All office employees shall give written notice of intention to resign at least two weeks prior to the effective date thereof whenever possible.

B. Termination

- 1. Discharge of any member of the Association shall be made only for reasonable and just cause and if member requests in consultation with the Association. Termination and notice of such shall be given to the employee and the secretary of the Association in writing by the Business Manager upon written request by the immediate supervisor. The administration, upon dismissal of a secretary or clerk-typist, shall give either two weeks notice or two weeks pay (if the dismissal is immediate.)
- 2. In the event any member of the Association shall be suspended or discharged from employment, or forced to resign, and the employee and/or the Association agrees that she has been unjustly dealth with, such suspension, discharge, or resignation shall constitute a case to be handled in accordance with the grievance procedure, unless the employee is under probation.

ARTICLE IX

Lay Off and Recall Rights

A. Lay Off

In the event of a reduction in the working force, the employee with the least seniority within a given job classification shall be the first to be layed off. Employees on lay off shall have recall rights and bumping privileges.

B. Recall Rights

If any of the positions reopen or are reactivated, employees on lay off shall be recalled in the reverse order in which they were layed off. i.e. highest seniority employee shall be recalled first, and so on down the line.

ARTICLE X

Leaves of Absence Without Pay

- A. Any regular office employee in the service of the college for six (6) months may be granted a leave of absence upon written request and approval by the immediate supervisor. Notice of this approval shall be forwarded from the business office.
- B. Leaves of absence for personal reasons may be granted upon written request with approval of the immediate supervisor for illness of members of the family or other family responsibilities, or for personal circumstances of a highly unusual or compelling nature, after sick leave, vacation and personal leave have been expended.

C. Maternity

After one year of service, a maternity leave shall be granted upon request. The employer reserves the right to request medical support of the need for the leave. No maternity leave is to exceed twelve (12) months. Subsequent maternity leaves for any employee may be granted upon written request and approval of the immediate supervisor.

D. Health

After one year of service, when an employee is ill and has used all of his sick and emergency leave, all vacation allowance, and personal leave, he may be placed on a leave of absence equal to two (2) months for each year of service not to exceed twelve (12) months.

- E. All earned seniority shall continue while the employee is on leave.
- F. 1. Definition of Leaves
 - (a) Short Duration Leave

A Short Duration Leave shall not exceed sixty (60) calendar days. When such leave is approved, the Employee's position will be covered by temporary assignment. Upon the Employee's return, he shall be restored to his original position.

(b) Long Duration Leave

A Long Duration Leave shall be from sixty (60) calendar days to one year. The Employee's position will not be saved.

2. Upon his return from non-compensable leave, the Employee shall be entitled to any general salary adjustments made to the salary schedule.

G. An Employee, on Leave of Absence for personal illness, or illness in the immediate family which prevents the Employee from giving sufficient notice, may upon mutual agreement between the Employer, the Employee, and the Association, be employed on a part-time basis until the position is filled, but not to exceed fifteen (15) working days. The acceptance of part-time status by an Employee for the Employer other than herein specified shall mean termination of his full-time status.

H. Return from Long Duration Leave

Upon expiration of an Employee's long duration leave, it shall be his responsibility to advise the Business Manager at least thirty (30) days prior to the time he would be available to return. After giving this advice the Employee must bid for the first open position within his classification for which he qualifies or may bid for any open position of another classification. He shall be considered along with permanent status employees with complete regard to seniority and qualifications. If there is no position available consistent with his qualifications and seniority, then the Employee shall be deemed to be on layoff and the Recall Procedure shall contine to prevail.

- I. Seniority shall accrue to those Employees approved for a Short Duration Leave but not for approved Long Duration Leaves, except as required by law.
- J. In the event that the permanent person does not return to the job, the temporary person may be hired and seniority will begin from the date of his permanent employment.

ARTICLE XI

Admission to Courses

- A. Each full-time office employee, his spouse and children will be granted an institution scholarship to Glen Oaks upon request.
- B. The full-time employee may be relieved from his office duties for daytime attendance provided the time missed will be made up. A limitation of not more than one (1) class per semester shall be imposed. There will be no limitation on enrollment during off duty hours. Employees taking advantage of this section shall be required to maintain satisfactory progress in the class.
- C. If the employee is requested to take a class by his immediate supervisor, the class time will be allowed without penalty.

ARTICLE XII

Grievance Procedure

A. General Provisions

- 1. All discussions shall be kept confidential among the aggrieved party, the Association representative, and the administration.
- When a Grievance has been reduced to writing all answers must be in writing on the Grievance form provided by the Association. It is understood that once a Grievance is reduced to writing it shall come under the exclusive control of the Association and shall be subject to the Association rules and procedures insofar as settlement is concerned.
- 3. The number of days indicated at each level shall be considered as maximum and every effort should be made to expedite the process.
 The time limits, however, may be extended by mutual consent.
- 4. All documents, communications, and records dealing with a Grievance shall be filed separately from the personnel files of participants.
- 5. The aggrieved person shall at all levels of the procedure have the right to be represented by the Association.
- 6. 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 working hours, all employees whose presence is required shall be excused from their duties for that purpose with no loss of salary.

- 7. The Association shall have the right to refuse to handle any grievance they consider unjustified and the employer will not be required to negotiate the grievance.
- 8. If the written answer to a settlement of a grievance, at any level, is not accepted by the Association, the Grievance will be carried to the next level as outlined in Section D of this Article.
- 9. Should it be decided at any level that a violation of the agreement has occurred in regard to the employee's suspension, or discharge, the Board agrees to reinstate her and award any wages lost, the amount to be agreed upon by the employer and the Association.
- 10. The secretary of the Association shall reply in writing to the employer confirming acceptance or rejection of the grievance at any level and within the time limits specified for the employer.

B. Initiation of a Grievance

- 1. Any member of the Association or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of the agreement or any existing rule, order, or regulation of law (except a statute specifically establishing a procedure for redress) relating to salaries, terms or conditions of employment, or of procedures in disciplining an office employee or any other condition affecting wages, hours or conditions of employment may initiate a grievance.
- 2. The policy for presenting Grievances shall be consistent with Section Eleven of Michigan Public Act 336, 1947, as amended.

3. The "aggrieved person" is the person or persons initiating the grievance.

The term "days" in reference to this Article shall mean working days.

C. Procedure

- 1. In the interest of maintaining harmonious relations with the object of resolving the matter informally, an alleged grievance shall first be discussed with the appropriate immediate supervisor:
 - a. by the office employee in person on his own behalf; or,
 - b. by the office employee accompanied by an Association representative; or
 - c. by the Association representative in the name of the Association when a Grievance exists effecting the entire Association.
- 2. In the event the Grievance has not reached a settlement by the procedures above, it shall be reduced to writing on a Grievance form within two (2) working days and submitted to his immediate supervisor for a written answer.
- The Grievance form shall be submitted in triplicate and will contain an outline of facts pertinent to the Grievance.
- D. Action on an unresolved grievance shall be taken in the following order until settlement is reached:

1. IMMEDIATE SUPERVISOR

The supervisor shall return the Grievance form with his written answer within three (3) working days to the aggrieved employee.

If the answer is unsatisfactory, the aggrieved employee may request of his Association representative that the grievance be forwarded to the Business Manager within three (3) days.

The Association representative with or without the aggrieved employee and within the three (3) days present and discuss the grievance with the Business Manager and shall then give his written answer to the Association representative within the three (3) subsequent working days from the date of discussion.

2. BUSINESS MANAGER

The Business Manager shall then give his written answer to the Association representative within three (3) working days.

3. NEGOTIATING TEAMS

If the grievance has not been settled by this point, it shall be taken to the Negotiating Committees of the College and Association to attempt a settlement within the next ten (10) working days.

4. CHAIRMAN OF THE COLLEGE NEGOTIATING COMMITTEE

The chairman of the College Negotiating Committee or his designated representative shall give his written answer within three (3) working days to the secretary of the Association.

5. STATE LABOR BOARD

If no agreement has been reached by the above procedures, the State Labor Mediation Board may be petitioned for mediation.

If no settlement has been reached within seven (7) days after the recommendation of the State Labor mediator, the Grievance may be referred to an Arbitrator chosen by mutual consent of both parties. In the event, after five (5) days, no agreement

has been reached as to who could serve in this capacity the Grievance shall be referred to the St. Joseph County Circuit Judge.

The Arbitrator shall have no power to add to, substract from, or modify any of the terms of this Agreement.

When a matter is referred to arbitration, the parties shall join in and furnish to the Arbitrator a written submission of the issue or issues to be decided. If the parties are unable to agree upon such a submission, each may file with the Arbitrator its version of the issue or issues to be decided.

No formal transcript or records of the proceedings need be made, provided that either party may make its own transcript and record for its own purpose and at its own expense.

If the Arbitrator finds that the Board has violated the agreement, he may award back pay to compensate the affected employee for any wages lost because of such violation, but in no event retroactively prior to the occurrence which gave rise to the grievance and dispute.

Each party shall bear the expenses incurred in the presentations of its case to the Arbitrator. The cost of any arbitration concerning this agreement shall be assumed by the party losing the decision.

The award or decision of the Arbitrator shall be final and binding upon the Association and the Board.

ARTICLE XIII

Miscellaneous Provisions

- A. Copies of this Agreement shall be printed at the expense of the Board and presented to all office personnel now employed or hereafter employed by the College for the duration of this Agreement.
- B. Designated bulletin boards, courier mail service, if available, and reasonable local telephone service shall be made available to the Association and its members.
- C. Staff lounge privileges shall be extended to office personnel and their guests.
- D. Parking may be made available for office personnel's use within the area designated for administrative staff.
- E. Mail delivery and courier service, if available, shall be provided office personnel for the performance of their duties.
- F. The Board of Trustees' Minutes, approved and unapproved, and Agenda shall be provided to the secretary of the Association at the same time regular distribution is made.
- G. The negotiating team of the Association shall be allowed reasonable release time from their duties for meetings with the Board team without loss of salary.
- H. This contract 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 contract heretofore in effect. The provisions of the contract shall be incorporated into and be considered part of the established policies of the Board.
- In the event that the school offices are closed because of weather or other natural disaster, employees on allowable paid leave will not have the dismissed day charged against their leave.

ARTICLE XIV

Hours of Work and Overtime

- A. The normal working hours for full-time employees consists of seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week, Monday through Friday.
- B. Any employee working a regularly assigned shift with half or more of his working hours falling between 6 p.m. and midnight shall be paid a premium of fifteen cents (15¢) an hour for hours after 6 p.m.
- C. Each employee shall be entitled to a duty-free, uninterrupted lunch period, not to exceed one (1) hour.
- D. Each employee shall be provided a fifteen (15) minute rest period during the first half of the working day, and fifteen (15) minute rest period during the second half of the working day.
- E. Hours worked over 37½ and under 40 shall be paid straight time, hours over 40 shall be paid 1½ time. Compensatory time may be allowed if mutually agreed upon by the employee and his supervisor.

ARTICLE XV

Leaves of Absence with Pay

A. Conferences

Full-time employees are encouraged to attend conferences, meetings, and workshops relating to their work. Upon application to, and approval by the immediate supervisor, they may be allowed time and/or expenses to attend without loss of salary. There will be no limit as to how many may attend.

B. Personal Business

Full-time employees shall be allowed personal leave not to exceed three

(3) days per year for personal business but not for recreational purposes.

C. Medical Leaves

Office employees shall be allowed reasonable time for medical and dental appointments.

D. Jury Duty

An employee who is required to perform jury duty shall receive a leave of absence with the employer paying the difference between the employee's rate and that paid for jury duty.

E. Office employees shall be allowed reasonable time for Association business.

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ARTICLE XVI

Paid Vacation Allowance

- A. Full-time employees, upon four (4) weeks advanced notice to their immediate supervisor, will be allowed annual vacations as follows: five (5) working days during the first year, ten (10) working days during the second, third, fourth, and fifth years, and fifteen (15) working days during the sixth year and every year of service thereafter.
- B. Less than a full week's vacation may be taken with approval of the immediate supervisor with less than the standard four (4) weeks notice.
- C. Vacation days may not be taken before they are earned. They must be taken by the end of the fiscal year subsequent to the year in which they are earned. Special consideration of exemption from this policy may be granted upon advanced application and approval by the immediate supervisor.
- D. Employeees have the right to choose the time of their vacation with approval by the immediate supervisor. Approval shall not be withheld except for good and sufficient reason.
- E. Employees are permitted to choose either a split or an entire vacation.
- F. Vacation pay shall be paid to each employee in advance of such employee vacation period, if requested.
- G. Holidays occurring during the vacation period shall not be charged against the vacation allowance.
- H. Upon termination of service the employee shall receive unused vacation allowance or return excess vacation allowance based on the following prorated formula:

Days of service completed vacation total working days x total vacation allowance earned

ARTICLE XVII

Holidays

A. Holidays with pay are provided for full-time employees for:

September 3, 1973	Labor Day Holiday	
November 22, 1973	Thanksgiving Day Holiday	
November 23, 1973	Paid Vacation Day	
December 25, 1973	Christmas Holiday	
December 26, 1973	Paid Vacation Day	
December 31, 1973	Paid Vacation Day	
January 1, 1974	New Years Holiday	
April 12, 1974	Paid Vacation Day	
May 27, 1974	Memorial Day Holiday	
	Independence Holiday	

- B. Any holidays which might fall during employees' vacation period, will be allowed an additional day off with pay.
- C. Should any Holiday fall on Saturday or Sunday, the Friday before will be the Holiday for Saturday and the Monday after will be the Holiday for Sunday.

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ARTICLE XVIII

Sick Leave

- A. Sick leave is earned at the rate of one day per month of service and will be accumulated to 180 days.
- B. Accumulated sick leave with regular pay can be used by the employee for any personal illness or injury.
- C. Up to ten (10) days of accumulated sick leave with regular pay may also be used for emergencies created by illness or injury to a member of the employee's immediate family.

ARTICLE XIX

Bereavement

A. Death in the immediate family (employee's spouse, children, parents, grandparents, brothers and sisters of the employee, parents of spouse, anyone living in the household) the number of days will not exceed five (5) working days with pay per occurrence.

ARTICLE XX

Insurance

- A. The Board of Trustees shall pay the full cost of the individual employee's share of the Group Insurance Plan.
- B. Members of the Association shall be included on any committee involved in the investigation of life, accident and health insurance plans as subsidezed by the Board and will be given a vote for final approval of such a plan.
- C. The Board of Trustees shall pay dependent insurance if the employee is the head of the household.

ARTICLE XXI

Office Employees' Salary Regulations

- A. Experience or formal training may be allowed for placement on the salary schedule for full-time employees. All new full-time employees may be allowed credit for experience or formal training for placement on the salary schedule. Placement will be determined by the Business Manager.
- B. An employee engaged during the working day in negotiations on behalf of the Association with any representatives of the Board or participating in any grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

ARTICLE XXII

Salary Schedule (for hiring purposes only)

- A. Dean's Secretary
 Director's Secretary
- B. General Secretary
- C. Clerk-Typist/Switchboard
- D. In the event of a change in the level of classification of an employee, the employee's annual rate of compensation will be adjusted as follows: Increase or decrease of \$465 for each level (A, B, or C).
- Step 1. Starting salary.
- Step 2. One (1) year (full-time) prior office employment, or formal training.
- Step 3. Two (2) years (full-time) prior office employment.
- Step 4. Three (3) years (full-time) prior office employment. Allowances up to three (3) years will be given.

Salary Schedule

	A	В	С
Step 1	\$5539	\$5027	\$4516
Step 2	5743	5232	4720
Step 3	5948	5436	4925
Step 4	6152	5641	5129

Employees on the payroll at June 30, 1973, will be paid beginning July 1, 1973, at an annual rate equivalent to their 1972-73 annual rate, increased by 10%.

ARTICLE XXIII

Ratification

The Association agrees to submit the Agreement to the Association membership for ratification by them.

ARTICLE XXIV

Contract Regulations

This contract shall continue in full force and effect until June 30, 1974 and in successive force of one (1) year periods unless either party gives sixty (60) days written notice of their desire to terminate or admend this contract. Upon this notification, negotiations shall begin.

Signature Page

In agreement to this contract we thereby affix our signatures-

BOARD OF TRUSTEES

GLEN OAKS COMMUNITY COLLEGE ASSOCIATION OF OFFICE PERSONNEL

A Shaheer By the Na Weinfung President

Date 7/2/73

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