

1967-68

Gogebic Comm. Col. (18) 1968

MASTER AGREEMENT

Between the Gogebic Community College Board of Trustees and the Gogebic Community College District of the Michigan Association of Higher Education. Michigan State University

LABOR AND INDUSTRIAL RELATIONS LIBRARY

ARTICLE I

Recognition

A. The Board of Trustees of the Gogebic Community College (hereafter referred to as the Board) hereby recognized the Gogebic Community College District of the Michigan Association of Higher Education (hereafter referred to as M.A.H.E.) as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel, employed or to be employed by the Board, but excluding supervisory and executive personnel, office and clerical employees, and custodial personnel as well as persons employed under or subject to joint contracts with other entities, public or private. The term "instructors" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male instructors shall include female instructors.

B. The Board agrees not to negotiate a contract with any individual instructor nor any instructor's organization other than the M.A.H.E. for the duration of this Agreement.

This is not to be construed as prohibiting contracts necessary where programs of special community and area services are initiated under the sponsorship of the college.

C. Within thirty days of the beginning of their employment hereunder, instructors may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association upon such conditions as the Association shall establish. Such sums shall be deducted as dues from the regular salaries of all member instructors and remitted during the October and November pay periods. Membership in the organization is not mandatory for instructors and administrators.

D. Nothing contained herein shall be construed to deny or restrict to any instructor rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to instructors hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

Bargaining Agreement

The Gogebic Community College District Board of Trustees Negotiating Committee and the Gogebic District of the Michigan Association of Higher Education Negotiation Committee as bargaining representatives of their respective groups hereby agree to the following guidelines in negotiating procedure:

Gogebic Comm. College

#2-70  
#3-?  
#4-70  
#5-70

OFFICE OF PROFESSIONAL NEGOTIATIONS  
Michigan Education Association  
1216 Kendall  
E. Lansing, Mi. 48823

1. It is to be understood that all bargaining shall be in good faith and that the respective committees shall work diligently to formulate a master plan as resourcefully and expeditiously as possible.
2. Although it is recognized that both parties to the agreement are required to gain final approval by the majority of their respective organizations, it is to be understood that in no way should foreknowledge of such requirement impede the progress made by both chosen committees.
3. It is to be further understood that each bargaining committee shall endeavor to encourage the respective groups to accept such recommendations as are made by the bargaining committees as soon as mutual agreement between such committees is reached.

### ARTICLE III

#### Instructor Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every instructor employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under intent of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any instructor in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any instructor with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the M.A.H.E. or collective professional negotiations with the Board, or his institution of any grievance, complaint or preceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board and the M.A.H.E. specifically recognize the right of both parties appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency or an arbitrator appointed pursuant to the provisions of this Agreement.
- C. The M.A.H.E. and its members shall have the right to use college building facilities at all reasonable hours for meetings. No instructor shall be prevented from wearing insignia, pins or other identification of membership in the M.A.H.E. either on or off school premises. Bulletin boards and other established media of communication shall be made available to the M.A.H.E. and its members for reasonable association business.
- D. The Board agrees to give access to the M.A.H.E. in response to reasonable requests from time to time all available information concerning the financial resources of the district, budgetary requirements and allocation and such other information as will assist the M.A.H.E. in developing intelligent, accurate, informed and constructive programs on behalf of the instructors and their students and on behalf of the Gogebic Community College.



- E. An instructor shall be entitled to have present a representative of the M.A.H.E. when he is being penalized, for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no further action shall be taken with respect to the instructor until such representative of the M.A.H.E. is present.

#### ARTICLE IV

##### Protection of Instructors

- A. The Board of Trustees and administration will give reasonable support and assistance to instructors in carrying out their contractual duties in accordance with the provisions of state law.
- B. Any serious or continuous complaints by students or parents of students directed toward an instructor which may result in re-evaluation of the instructor shall be called to the instructor's attention as promptly as possible.

#### ARTICLE V

##### Proposed Conditions of Professional Employees' Contract (Policies & Procedures)

- A. All positions shall be filled without discrimination as to sex, race, color, religion, country of origin, or ancestry.

Initial employment will be on a three year conditional basis. During this time, a teacher will be provided with guidance, assistance and recommendations for improvement.

During the conditional period, increments normally will be obtained upon satisfactory performance.

Part-time employment shall not be considered as a part of the conditional period; however, successful part-time teaching or outstanding institutional contributions may be evaluated and consideration may be given to shortening the conditional period, by recommendation of the President and approval of the Board of Trustees. Part-time employment, however, shall not be construed to include those part-time instructors who are regularly employed in assigned classes.

- B. Probation:
1. A teacher in the system may be placed on probation if a problem arises as to quality of instruction, professional ethics, or adherence to accepted board policy.
  2. The employer may withhold increment increases during the period of probation.
  3. A teacher placed on probation will be afforded recommendations for improvement, guidance and assistance in making adjustment.

C. Dismissal:

1. A teacher who has not reached retirement age shall not be refused employment or be dismissed, suspended or discharged except for cause.
2. The following will be considered as cause:
  - a. Neglect of duty.
  - b. Repeated violation of rules made by the employer.
  - c. Conviction of a felony or immorality.
  - d. Evidence of physical or mental incapacity.
  - e. Conduct unbecoming a teacher.

D. Termination:

1. Whenever it is necessary to decrease the size of the staff because of insufficient funds, or substantial decrease of student population, or discontinuance of areas of curriculum, the Board of Trustees, upon recommendation of the President, may cause the necessary number of staff members to be placed on leave of absence without pay. When and if circumstances shall be appropriate, each instructor placed on leave of absence shall be reinstated. Such re-employment shall not result in loss of status or credit for previous years of service.
2. The following will be considered in the termination of an instructor: Length of service and academic qualifications will be the criteria for the retention or termination of an instructor.

E. Duties and Responsibilities:

1. Instructional personnel shall cooperate with academic chairmen, coordinators, deans and administrators in providing instruction commensurate with the objectives of the college. Each faculty member shall be free to use methods and devices to present instructional material in the most effective manner, consistent with recognized professional practices, and will cooperate in planning or programs and courses which are essential in the college-wide offerings.
2. Faculty members may be expected to participate in college-wide social, cultural and professional activities, chaperoning of student social activities, academic advisement, curriculum planning and other items generally considered as part of the professional duties of faculty personnel.
3. Faculty members are expected to attend all regularly scheduled faculty meetings.
4. All full-time professional employees shall attend all meetings called by the administration, unless specifically excused by the administrator in charge.
5. Each full-time professional staff member shall take part in commencement exercises unless previously excused by the President of the college.

ARTICLE VI

- A. In filling vacancies in professional positions, both teaching positions and administrative positions, the administration shall give consideration to the qualifications of presently employed instructors who desire to change their assignments. Lists of existing vacancies shall be posted and circulated before the vacancies are filled and qualified staff personnel shall be notified. In filling positions, both the academic qualifications and proven competence of the candidates shall be considered.
  
- B. Since increase in enrollment will necessitate the employment of additional teaching and administrative personnel, it shall be more specifically provided that:
  - 1. When the number of course assignments of a presently employed instructor is reduced, the administration shall consult with the instructor about which courses he wishes to retain as his teaching assignment;
  - 2. When new courses are added, that a presently employed instructor shall be given the opportunity to apply;
  - 3. When administrative positions are created or when vacancies occur in existing administrative positions, that presently employed instructors shall be given the opportunity to apply.

ARTICLE VII

In accordance with the agreement reached between the Gogebic Community College District Board of Trustees Negotiation Committee and the Gogebic District of the Michigan Association of Higher Education Negotiation Committee, the following calendar shall be in force during the 1967-68 school year:

September 4	.....	Labor Day
September 5 and 6	.....	Faculty In-service meetings
September 7	.....	Classes begin
	.....	Convocation
September 18	.....	Last Day for registration and changing classes, etc.
	.....	MEA Convention
	.....	Classes Resume
November 4	.....	Mid-semester ends
November 23-24	.....	Thanksgiving Vacation
November 27	.....	Classes resume
December 22 - January 7	.....	Christmas & New Year's vacation
January 8	.....	Classes resume
January 15-19	.....	Final Exam Week
January 22-26	.....	Registration, Conferences, Committee Meetings, etc.
	.....	Semester Ends

January 29	.....	Regular Classes begin
February 9	.....	Last Day for Registration, Class Changes & Additions
April 11-15	.....	Easter Vacation
April 16	.....	Classes Resume
March 30	.....	Mid-Semester ends
May 27-29, 31	.....	Final Examinations
May 31	.....	Commencement
June 3-7	.....	Inventories, Book Orders, Recommendations, "Wrap-Up", etc.

The Board of Trustees agrees to review this calendar as soon as the new facilities become available.

ARTICLE VIII

College Faculty Load Policy

- A. The college faculty teaching load shall be based upon either credit hours or the number of different preparations and the number of contact hours. The administration accepts the responsibility of maintaining reasonable class sizes.
- B. The college load for a full-time instructor shall be a minimum of 12 credit hours per semester or a maximum of 34 points per year determined on the following basis:
  - 1 point for each contact hour except that .8 points shall be counted for each contact hour in Physical Education and Typing
  - 1 point for each preparation above one per semester
  - 1 point for each English composition above two per semester
- C. If the load of any instructor exceeds 34 points which cannot be adjusted, additional compensation equal to 1/34 of his contractual salary for each point will be paid after the fourth Friday of the second semester. Method of payment shall be at the discretion of the instructor.
- D. Instructors shall maintain daily attendance hours.

ARTICLE IX

Leaves

- A. Sick leave shall accumulate at the rate of ten days per contract year to a total of 100 days.
- B. Ten days shall be credited to each newly employed instructor immediately at the beginning of his active service and the accumulation for any instructor shall be counted to include the ten days upon the first day of his service for that contract year. Sick leave shall be pro-rated for instructors engaged after the beginning of the year.



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- B. Since increase in enrollment will necessitate the employment of additional teaching and administrative personnel, it shall be more specifically provided that:
  - 1. When the number of course assignments of a presently employed instructor is reduced, the administration shall consult with the instructor about which courses he wishes to retain as his teaching assignment;
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	.....	Semester Ends

- C. The number of sick leave days accumulated by any instructor when he was employed by the School District of the City of Ironwood shall be transferred to the instructor's contract between him and the Board of Trustees of the Gogebic Community College District.
- D. Illnesses which extend beyond the leave accumulated by the instructor shall be reviewed by the Board of Trustees. At its discretion, the Board of Trustees may grant a leave of absence or make any other mutually agreed upon arrangement between the Board of Trustees and the instructor.
- E. Instructors absent from duty on account of personal illness shall be entitled to full pay, and each such day of absence shall be deducted from the accumulated sick leave.



Military Leave

- A. Any instructor who may enlist, be drafted, or in any way be placed on active duty into the defense forces of the United States for service or training, shall be granted a military leave. Upon the completion of military duty he shall be reinstated to his position in the school system with full credit provided that he fulfills the necessary mental and physical qualifications. For each full year of military service while on leave from a local position, one full year's credit will be granted on the salary schedule, in effect upon his return, unless the teacher has reached the scheduled maximum.
- B. A written application to the President of the College asking for reinstatement shall be made within thirty (30) days after discharge or release from military service. Date of assumption of college duties with pay will be at the beginning of the college year or the semester.

Leaves to Attend Professional Meetings

- A. The Board of Trustees upon the recommendation of the President of the College will approve the attendance by instructors to meetings of local, regional, state and national professional organizations of which they are members.
- B. The Board of Trustees upon the recommendation of the President of the College will approve the attendance of an instructor at special conferences and meetings. The instructor will be reimbursed for his expenses according to policy established by the Board of Trustees. The instructor upon returning from a conference or meeting will file with the President of the College a written report on the activities of the conference or meeting with any recommendations. An accounting of all expenses incurred should also be presented on an expense form provided by the office. At the next meeting of the Board of Education the President of the College will make the necessary report and recommend proper disposition.

Personal Leave

- A. Instructors absent from duty on account of death or critical illness in the immediate family shall be entitled to a maximum of three (3) days' leave at any one time at full pay and the absence shall not be deducted from accumulated sick leave. "Immediate family" shall include: Father, mother, son, daughter, wife, husband, brother or sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law, regardless of residence.
- B. Instructors absent from duty on the account of the death of other relatives shall be entitled to one (1) day leave of absence at any one time at full pay and the absence shall not be deducted from the accumulated sick leave. "Other relatives" shall include: Grandfather, grandmother, grandchild, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, or first cousin. If the "other relative" lives in the home of the instructor, such death shall be treated the same as that of the "immediate family" and Paragraph A will be applied.
- C. In case more time is necessary under A and B because of distance involved or other unusual circumstances, additional time may be secured with the approval of the President of the College.
- D. In the event that personal business of an emergency nature occurs which cannot be resolved at any other time, the instructor shall request the administration for time to conduct such business without loss of pay or sick leave.

### Professional Leave of Absence

- A. Leave of absence may be granted for purposes of professional advancement subject to approval by the Board of Trustees upon the recommendation of the President of the College when, in their judgment, the professional competence of the instructor and the general welfare of the college shall be benefited. Such leave shall not be less than one semester nor more than two consecutive semesters at any one time.
- B. To be eligible for application for professional leave, the instructor must have satisfactorily fulfilled the three-year conditional basis for employment. Application for professional leave must be filed with the President of the College. The due date of such application shall be March 1 for leaves beginning with the first semester and October 15 for leaves beginning with the second semester. The administrator shall inform the applicant in writing that the request is granted or rejected within sixty (60) days after the due date for filing the application. Within fifteen (15) days following the approval of an application for professional leave, the applicant must indicate his acceptance or rejection of the leave requested. A plan for the leave period shall be filed with the President of the College.
- C. The instructor shall be reinstated following his leave of absence in a position determined by his or her qualifications and the needs of the college. The instructor may be placed on the salary schedule in the same classification as he would have been if not on leave of absence.

### Maternity Leave of Absence

- A. It shall be the responsibility of a married woman teacher desiring a maternity leave to inform the President of the College upon establishment of the fact of pregnancy. Such teacher may be granted a leave, without pay.
- B. A request for a maternity leave must be in writing and directed to the Board of Trustees. Continued employment will normally be possible until the end of the fifth month of pregnancy, but will depend on the physical condition of the employee and the recommendation of her physician and the administrator of the college.
- C. The effective date of separation for maternity reasons shall be at the convenience of the Community College District. Generally, this date will be at the beginning of the first or second semester.
- D. The date of resumption of employment after maternity leave will depend upon the medical report of the attending physician. The maximum length of leave shall be one work year, but may be extended once for one additional work year upon written request to the Board of Trustees. Notice of intention to return, resign, or a request for extension must be sent in writing to the administrator by October 15 or March 1 of the leave year.
- E. If a person on maternity leave wishes to resume employment, she will be considered first on the list of qualified candidates when a position is open requiring a person with her qualifications. When re-employed, she shall be placed at the same level of experience on the salary schedule as she was during the last contract period.

ARTICLE X

Negotiation Procedures

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiation for a new agreement covering wages, hours, terms, and conditions of employment of instructors employed by the Board.

ARTICLE XI

Grievance Procedure

- A. Definition - A "grievance" shall mean a complaint by an instructor in the bargaining unit (1) that there has been, as to him a violation, misinterpretation of inequitable application of any of the provisions of this Agreement or (2) that he believes he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting instructors, except that the term "grievance" shall not apply to any matter for which (1) a method of review is prescribed by law, or (2) where a rule or regulation of the State Department of Public Instruction has the force and effect of law, or (3) where any rule or regulation of the Board of Trustees is in effect, or (4) in any area where the Board of Trustees is without authority to act.
- B. The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any instructor having a grievance to discuss the matter informally with any appropriate member of the administration.
- C. Structure
  - 1. There shall be one or more M.A.H.E. Representatives to be selected in a manner determined by the M.A.H.E.
  - 2. The M.A.H.E. shall establish a broadly representative Grievance (Professional Rights and Responsibilities) Committee and an Appeal Committee. No member of the Grievance Committee shall be a member of the Appeal Committee. In the event any Representative or member of these committees is a party in interest to any grievance brought, he shall disqualify himself and shall be replaced by the M.A.H.E.



3. The Dean of the Gogebic Community College or a delegated person shall be the administrative representative when the particular grievance arises.

D. Procedure

1. Level One

The instructor with a grievance shall discuss the matter with the Dean, either individually or in the presence of his M.A.H.E Representative, with the objective of resolving the matter informally. The Dean shall make his decision known within the succeeding three school days.

2. Level Two

In the event the grievance is not satisfactorily resolved at Level One, the grievant of the M.A.H.E. Representative shall file the grievance in writing with the Grievance Committee within five school days (5) after the decision at Level One. The Committee shall within five school days (5) make a judgment on the decision. If the Committee decides that the decision at Level One is in the best interests of the educational system, it shall so notify the instructor and the M.A.H.E. Representative. If the Committee decides that the decision at Level One is not satisfactory, it shall refer such grievance in writing to the President of the College. The Chairman of the Grievance Committee shall then designate three persons, who may include himself, as an Ad Hoc Committee to represent the M.A.H.E. Within ten (10) school days after receipt of the written grievance by the President, these two representative groups shall meet to consider the problem and to arrive at an equitable solution of the grievance within five (5) school days.

3. Level Three

If the grievance is not resolved at Level Two a committee appointed by the Board of Trustees and a committee appointed by the M.A.H.E. will meet to try to resolve the grievance.

4. Level Four

If the grievance is not settled at Level Three it will be settled by arbitration as prescribed by the State Labor Mediation Board.

E. Miscellaneous

1. During the time any proceeding is pending and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
3. Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the President so as to facilitate operation of the procedure set forth herein.
4. All expenses will be borne by the person and persons submitting the grievance.

## COMPENSATORY SCHEDULE

1. Compensation for summer and evening classes:

B. A.	\$ 8.00 a contact hour
M. A.	10.00 a contact hour

(Represents increases over current year between 14% and 42%).

2. Compensation for extra-curricular activities:

Basketball Coach	\$750.00
Ski Coach	150.00
"Chieftain"	175.00
Radio Program	250.00
Minor Spring Sports	200.00
Debate-Drama	100.00

Any faculty employed for basketball game - \$5.00 per night.

## TENTATIVE RETIREMENT PROPOSAL

### Retirement (to be added to Article V - F)

An instructor who attains the age of 65 during the school fiscal year July 1 to June 30 shall be retired from service by the Board of Trustees.

The Board of Trustees may approve an extension of employment on a one-year contract beyond the established retirement age of 65 when recommended by the Dean of Instruction and President of the College, subject to the following conditions:

1. Each instructor shall be allowed only one extension beyond the age of 65.
2. A staff member who has reached or will reach 65 on or before June 30 of the same year requests in writing an additional year of employment.
3. The initiation for consideration for an additional year shall be the responsibility of the employee.
4. Not later than April 1, the employee's physician shall have submitted a complete physical examination of the staff member wishing the extension.
5. The required physical examination shall be arranged and paid for by the employee.



SALARY SCHEDULE

	Bachelor's Degree 3.0% Increment	Master's Degree 3.5% Increment	6 Years Training 3.5% Increment	Master's Degree + 60 Hrs. 3.5% Increment	Doctor's Degree 3.5% Increment	
0	5800.00 (174.00)	6100.00 (213.50)	6400.00 (224.00)	6600.00 (231.00)	7000.00 (245.00)	0
1	5974.00 (179.22)	6313.50 (220.97)	6624.00 (231.84)	6831.00 (239.09)	7245.00 (253.58)	1
2	6153.22 (184.60)	6534.47 (228.71)	6855.84 (239.95)	7070.09 (247.45)	7498.58 (262.45)	2
3	6337.82 (190.13)	6763.18 (236.71)	7095.79 (248.35)	7317.54 (256.11)	7761.03 (271.64)	3
4	6527.95 (195.84)	6999.89 (245.00)	7344.14 (257.04)	7573.65 (265.08)	8032.67 (281.14)	4
5	6723.79 (201.71)	7244.89 (253.57)	7601.18 (266.04)	7838.73 (274.36)	8313.81 (290.98)	5
6	6925.50 (207.77)	7498.46 (262.45)	7867.22 (275.35)	8113.09 (283.96)	8604.79 (301.17)	6
7	7133.27 (214.00)	7760.91 (271.63)	8142.57 (284.99)	8397.05 (293.90)	8905.96 (311.71)	7
8	7347.27 (220.42)	8032.54 (281.14)	8427.56 (294.96)	8690.95 (304.18)	9217.67 (322.62)	8
9	7567.69 (227.03)	8313.68 (290.98)	8722.52 (305.29)	8995.13 (314.83)	9540.29 (333.91)	9
10	7794.72 (233.84)	8604.66 (301.16)	9027.81 (315.97)	9309.96 (325.85)	9874.20 (345.60)	10
11	8028.56	8905.82	9343.78	9635.81	10,219.80	11