

8-17-69

Grand Rapids Jr. Coll.

(Independent Unit)

9

File

COLLECTIVE BARGAINING AGREEMENT

between

THE BOARD OF EDUCATION

of the City of

GRAND RAPIDS

and

THE FACULTY COUNCIL OF THE

GRAND RAPIDS JUNIOR COLLEGE

1968 - - - - 1969

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University
FEB 6 1975

OFFICIAL COPY

September 13, 1968

Grand Rapids Board of Education

MEA
1216 Kendall
East Lansing, Mich.

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE I Preamble	1
ARTICLE II Recognition	2
ARTICLE III Faculty Members' Rights	2
ARTICLE IV Board of Education Rights	5
ARTICLE V Council Communication	5
ARTICLE VI Grievance Procedure	6
ARTICLE VII General Working Conditions	9
ARTICLE VIII Salary and Benefits	13
ARTICLE IX Leaves of Absence Without Pay	15
ARTICLE X Leaves of Absence With Pay	17
ARTICLE XI No Strike Clause	19
ARTICLE XII Miscellaneous Provisions	20
ARTICLE XIII Negotiations Procedure	20
ARTICLE XIV Duration of Contract	21
APPENDIX A	22
APPENDIX A-1	22

COLLECTIVE BARGAINING AGREEMENT

This collective bargaining agreement entered into the 26th day of August, 1968, by and between THE BOARD OF EDUCATION OF THE CITY OF GRAND RAPIDS, a school district of the second class hereinafter referred to as the "Board" and THE FACULTY COUNCIL OF THE GRAND RAPIDS JUNIOR COLLEGE, an unincorporated association hereinafter referred to as the "Council".

ARTICLE I

PREAMBLE

The Board and the Council recognize and declare that providing the best possible education for students attending the Grand Rapids Junior College is their mutual aim and that character of such education depends to a great extent upon the quality and morale of the Junior College Faculty. The Board and the Council recognize their mutual obligations and pursuant to Act 379 of the Public Acts of 1965 to bargain collectively with respect to hours, wages and terms and conditions of employment. Both parties have entered into and conducted extended and good faith negotiations where each party has had the right and opportunity to make demands and proposals with regard to all bargainable subjects. Agreement has been reached between the parties hereto including formal ratification of the terms hereof by the governing body of the Board of Education of the City of Grand Rapids and by the Junior College Faculty represented by the Council.

ARTICLE II

RECOGNITION

A. The Board recognizes the Council as the exclusive bargaining representative for the Grand Rapids Junior College Faculty, day or evening program, summer college and full or part-time, including librarians (hereinafter called the "faculty or faculty members"), but excluding personnel in the high school evening program, the Dean of the College, Assistant Deans, Registrar and Director of Institutional Research, Director of Admissions and Financial Aid, Business Coordinator, Director of Counseling, Director of Placement and Program Development, Director of Library Services and Director of Housing.

B. The Board agrees not to negotiate with any other labor representative concerning salary, hours or working conditions for the duration of this Agreement with respect to employees included in the bargaining unit. Nothing contained herein, however, shall be construed to prevent any individual faculty member from presenting a grievance and having the grievance adjusted without intervention of the Council, if the adjustment is not inconsistent with the terms of this Agreement, and provided that the Council has been given an opportunity to be present at such adjustment.

C. The Board shall not negotiate with an individual or individuals to change the hours, wages, and/or conditions of employment of the faculty which are incorporated in this Agreement.

ARTICLE III

FACULTY MEMBERS' RIGHTS

A. Every faculty member shall have the right freely to organize, join and support the Council for the purpose of engaging in collective bargaining and other lawful activities for mutual aid and protection. The Board will not directly or indirectly discourage or deprive or coerce any faculty member in the enjoyment of any rights conferred by Act 379 of the Public Acts of 1965 or any other laws of the State of Michigan, the Constitution of the State of Michigan or the Constitution of the United States. The Board will not discriminate against any faculty member or faculty members with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Council, his participation in any lawful activities of the Council, or his institution of any grievance, complaint or proceedings under this Agreement with respect to any term or condition of employment.

B. The Council and the faculty members shall have the right to use Junior College building facilities at reasonable times and hours for meetings when such buildings are open and operating staff is on duty. Such use shall be arranged through the Dean's Office or his representative. The Council and the faculty members may also use office equipment, but not supplies, located at the Junior College buildings at reasonable times but not to interfere with the Board's use of the Junior College. The Council may post proper Council notices on any bulletin board ordinarily designated for Council use and use the Board's inner-school mail system.

C. The Board agrees to furnish to the Council in response to reasonable requests all available information in the form it is maintained by the Board concerning the financial resources of the district, tentative budgetary requirements and allocations as will assist the Council in developing intelligent, accurate, informed and constructive programs on behalf of the faculty members, the student body, and the college, together with such information which may be necessary for the Council to process any grievance or complaint.

D. Tenure

1. The parties agree that the Teacher Tenure Act shall be applied in cases of demotion and discharge according to its terms. For faculty members who have tenure according to the terms of the Teacher Tenure Act but for whom the State Tenure Commission will grant no hearing, demotions and discharge will be handled the same as for other faculty members, except for the provision for appeal to the State Tenure Commission. Any faculty member with tenure who is unable to appeal to the State Tenure Commission shall, as a substitute for such an appeal, be entitled to arbitration as provided by this contract, but the arbitrator shall, to the extent possible, act as if he were sitting on the State Tenure Commission and shall render his decision on the same basis and using the same standards as those applied by the State Tenure Commission. This section shall apply to all Junior College Faculty members with tenure as that term is defined under the Teacher Tenure Act and also to those faculty members who are not certificated according to the terms of the Act, but would have tenure under the Act if they were so certificated.

2. A faculty member who is transferred to the Junior College Faculty from another position in the Grand Rapids School system will be on a trial basis as a Junior College Faculty member for two years. During that trial period the faculty member may be assigned to a non-Junior College Faculty position at any time.

3. No faculty member who has completed the trial period specified in Section D2 above shall be assigned to a full or partial non-Junior College faculty position, except under the following conditions:

a. By mutual consent of the teacher and administration

b. For reasons of over-staffing. In the event a department is over-staffed and one or more faculty members must be released or transferred, the Faculty Member to be so released or transferred shall be selected in accordance with his length of service in the department, the least senior Faculty Member being the person to be released or transferred.

4. The Junior College program shall have first priority in the use of facilities normally assigned to Junior College.

5. Regulations for the acquisition, dissemination, and utilization of equipment and supplies required by Junior College programs shall be established by the administration of the Junior College.

E. On the dates of the Board's regular meetings the Council shall receive a copy of the Agenda with all normal attachments for such meetings. A copy of the approved minutes of Board meetings may be secured by the Council within ten (10) days after the date the minutes were approved. The Council shall be recognized for presentations as a part of Section V of the Agenda of all regular Board meetings.

F. The Board agrees to continue its policy of not discriminating against any faculty member on the basis of race, creed, color, national origin, sex, marital status or membership in or participation in, or association with the activities of any employee organization.

G. Members of the bargaining unit who by arrangement between Council and Administration participate during working hours in conferences, and meetings, with the administration, which involve or derive from this collective bargaining agreement, shall suffer thereby no loss in pay.

H. The Board shall not exercise control of the private life or activities of faculty members outside of teaching assignments. When the faculty member speaks or writes as a citizen, he shall be free from administrative and institutional censorship and discipline. The faculty member bears a responsibility to clarify the fact that he speaks as an individual and not on behalf of the institution.

I. The faculty member is entitled to freedom in the discussion of his subject, but he should not introduce into his teaching controversial matter which has no relation to his subject.

The faculty member must also recognize that the student should be free to take reasoned exception to the data or views offered and to reserve judgment about matters of opinion. The presence of any communication device during the meeting of a class shall be subject to the faculty member's permission.

ARTICLE IV

BOARD OF EDUCATION RIGHTS

A. The Council agrees that the Board is legally responsible for the operation of the entire school system including the Junior College within the boundaries of the School District of the City of Grand Rapids, and that under Michigan law the Board has the necessary authority to discharge all of its responsibilities. In meeting such responsibilities the Board acts through its administrative staff and shall be free to exercise all its managerial rights and authority to the extent permitted by law and except as limited by the terms of this Agreement.

B. Terms and Conditions of employment and other rules and regulations concerning faculty conduct not provided for in this Agreement will be governed by the applicable rules and regulations of the Board presently in effect or as they may be revised by agreement of the parties from time to time.

C. No rule or regulation shall be adopted or revised which shall violate any of the terms of this Agreement. Also, the Board agrees that prior to the effective date of any changes in the Rules and Regulations which directly affect faculty members it shall give the Council reasonable notice of any proposed change therein. (Such notification shall be given to afford the Council the opportunity to consult with the Board's administrative staff and to appear and make presentations at official meetings of the governing board regarding such changes before their effective date. If agreement with the Council is not reached regarding changes or revision in the Rules and Regulations, such changes or revisions will not become effective for the Junior College faculty during the term of this Agreement). Emergency situations may arise where prior notification and consultation are not possible.

ARTICLE V

COUNCIL COMMUNICATION

The Board recognizes the valuable assistance to be gained in its responsibility of determining Junior College policies from effective

communication with the Council. Accordingly, it is agreed the Board's representatives and the Council will meet periodically to discuss problems of mutual concern to the parties relating to the implementation of this Agreement. Such meetings, and the agenda therefore, will be called by agreement between the Director of Employee Relations and the Chairman of the Council no less than once every two months with the intent of making them an efficient means of communication between the parties on such matters.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by one or more Faculty members or by the Faculty Council that there has been a violation, misinterpretation or misapplication of any term of this Agreement or of any rules, order or regulation of the Board affecting the terms and conditions of employment of Junior College Faculty members.

2. Types of Grievances

a. A claim which affects the terms and conditions of employment of any faculty member but which does not involve the interpretation or application of any term of this Agreement or of any rules, order or regulation of the Board may be processed through Level Five, but will not be arbitrable.

b. A grievance involving a controversy between the Board and either the Council or a faculty member or members concerning any term of this Agreement or of any rule, order or regulation of the Board affecting the terms and conditions of employment of Junior College Faculty members may be processed through the final level of the grievance procedure, including final and binding arbitration.

3. If a grievance is to be filed, it must be done at Level One by the aggrieved faculty member or members. If, however, he, she, or they desire not to do so, the Council may file that grievance on behalf of such faculty member or members. If any individual grievant desires not to join in signing or processing a grievance, his identity shall not be disclosed during the processing of the grievance under this Article, nor shall the Board be required to take any action, including the payment of back pay, with respect to any such faculty member who declines to sign or file the grievance.

4. Any grievance filed by the Council shall be filed at Level Three within thirty (30) days after any official of the Council has or reasonably should have had knowledge of the occurrence of the event giving rise to the grievance.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal as may be appropriate at any level of the procedure.

2. Nothing contained herein will be construed as limiting the right of any faculty member having a grievance as defined in A. 2. a. of this Article to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Council, provided the adjustment is consistent with the terms of this Agreement.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken within the time limits specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement between the aggrieved and appropriate Board representative at the particular level involved. The Council and the Board will jointly design the grievance form. A supply of the forms shall be on file with the Council, the Dean and the Director of Employee Relations.

Grievances shall be processed as follows:

1. Level One

A faculty member shall within ten (10) working days of having knowledge of a grievance orally discuss the matter with the Dean or an Assistant Dean with the objective of resolving the matter informally.

2. Level Two

a. If the aggrieved is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered, he shall file the grievance in writing no later than five (5) working days following

the discussion in Level One (on the grievance forms provided) with the Dean or an Assistant Dean. A copy shall be submitted to the Council.

b. Within five (5) working days of the filing date, the Dean or Assistant Dean shall submit his answer in writing. A copy shall be submitted to the Council.

3. Level Three

a. If the aggrieved is not satisfied with the disposition of the grievance at Level Two b., he shall, within five working days after receipt of written answer in Level Two, file written notice thereof to the Dean of the college with the reason for dissatisfaction. At this level, the grievance must be co-signed by the aggrieved and the Council.

b. Within five (5) days of receipt of such grievance, the Dean or his designee will meet with the Council representatives to discuss the issue. The aggrieved may be present and shall be present at the request of either the Dean or the Council. A written answer shall be given within three (3) working days after such meeting.

4. Level Four

a. If a satisfactory settlement cannot be concluded in Level Three, the aggrieved may within five (5) working days after receipt of the written answer in Level Three submit the written grievance and answers to the Director of Employee Relations.

b. Within five (5) working days of receipt of the written grievance, the Director of Employee Relations shall meet with the Council representative in an effort to resolve the grievance. The Faculty member or members who filed the grievance shall be present at the request of either the Director of Employee Relations or the Council. A written answer shall be given within ten (10) working days after such meeting.

5. Level Five

a. If the grievance is not resolved to the satisfaction of the aggrieved, it may within five (5) working days thereafter be transmitted to the Secretary to the Board with a statement of the reasons why it is being appealed. At its next regular meeting, the Board will consider the grievance and may hold a hearing thereon, may designate one or more of its members to hold the hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance. The Board shall make a final decision thereon within

fifteen (15) days thereafter, but in any event, shall make a final decision within forty-five (45) days after the grievance has been transmitted to the Secretary to the Board.

6. Level Six

a. If the decision of the Board is not satisfactory to the aggrieved and the matter is a grievance as defined in A. 2. b., above, the grievance may be submitted to arbitration by written notice given by the Council within fifteen (15) days after receipt of the Board's decision. An impartial arbitrator shall be promptly selected by the parties to decide the matter. If they cannot agree as to the arbitrator, he shall be selected in accordance with the rules and procedures of the American Arbitration Association or the Michigan State Labor Mediation Board.

b. The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement and he shall have no power to alter, add to or subtract from the terms of this Agreement as written. The decision of the arbitrator shall be final and binding on all parties.

c. The fees and expenses of the arbitrator shall be shared equally by the Board and the Council.

D. No grievance or claim shall be processed unless initiated and carried to the next step within the time provided herein or as extended by mutual agreement.

E. The following matters shall not be the basis of any grievance or claim filed under the procedure outlined in this Article:

1. The termination of services of or failure to re-employ any probationary teacher;
2. The placing of a non-tenure teacher on a third year of probation
3. The first paragraph of the Preamble

ARTICLE VII

GENERAL WORKING CONDITIONS

A. The 1968-69 Calendar will be as shown in Appendix A.
The 1969-70 Calendar will be as shown in Appendix A-1.

B. There has been discussion of teaching hours and teaching loads of faculty members. These matters are presently decided by the Dean

in consultation with the Divisional Chairmen. It is agreed that the present practice will continue for the 1968-69 school year.

C. The Board agrees that all general conditions of employment relating to wages, hours of work, over-time differentials and general working conditions shall be maintained as in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

D. A master seniority list indicating length of satisfactory continuous full-time service at Grand Rapids Junior College shall be prepared by appropriate administrators and issued to the Faculty Council no later than January 1, 1969.

E. Evening College and Summer College

1. Teaching assignments for evening college and summer college sessions shall be offered to qualified personnel with such assignment based on classification of personnel as below and according to other applicable procedures within this contractual agreement.

Class 1: Qualified Junior College faculty members who need additional class assignment to complete teaching load.

Class 2: Qualified full-time Junior College faculty members.

Class 3: Qualified part-time Junior College faculty members.

Class 4: Other qualified personnel.

"Qualified personnel and/or faculty members" as indicated in 1, 2, 3, 4, above shall mean that person whose qualifications include at least a minimum of subject matter work at the graduate level, experience within the last four (4) years in teaching in the subject area, or who may qualify on the basis of related work experience.

2. Teaching assignments in the evening college program and the summer college program, which includes the summer evening college, will be offered to personnel in order indicated in Section E. 1. Class 1 personnel may be given assignments available up to completion of full teaching load. Following Class 1 assignments, Class 2 personnel may pre-empt assignments available up to not more than four (4) contact hours or one subject assignment per semester available in the subject in which the Class 2 personnel is qualified to teach as in E-1 above. Additional assignments may be offered and accepted as applicable.

3. Class 3 personnel may be offered such teaching assignment as may be available after Class 2 personnel have accepted or rejected assignment. Additional assignments may be offered and accepted as applicable.

4. Class 4 personnel may be offered such teaching assignment as may be available after Class 3 personnel have accepted or rejected assignment. Additional assignments may be offered and accepted as applicable.

Assignment of any class personnel must be on tentative basis with recommendation that such personnel be placed on the Board of Education payroll after assigned class has definitely formed.

Acceptance or rejection of assignment shall be made within ten (10) days of issuance of proper assignment form. Failure to comply shall result in the offering of the assignment to other qualified personnel. Failure to complete commitment after acceptance shall be sufficient basis for withholding the next assignment for which length of satisfactory service within the appropriate program might qualify the person.

5. A list shall be issued by the appropriate administrator indicating the actual classes formed each semester and summer session, and the assignment of personnel to each. These lists shall be issued to the Faculty Council on the first Monday of October and the first Monday of March for the evening college program and the first Monday of July for the summer college program.

6. In the event there are two Class 2 faculty members, or more than two Class 2 faculty members who wish the maximum assignment to classes, that person with the longest satisfactory service and who meets qualifications in E. 1 will be offered the assignment. Seniority begins from the individual's most recent appointment date to full-time service at the College.

7. The term "summer college" shall include not only day summer college but also evening summer college classes. Class 2 personnel who are qualified who apply for both summer day and evening assignments may pre-empt up to not more than four (4) contact hours or one subject assignment if the subjects they wish to teach and are qualified to teach are being offered. Additional teaching assignment may be offered and accepted in accordance with E. 2 and E. 3 above. The most senior instructor will have preference as to a day or evening summer assignment if there are classes in both. Instructors will indicate to evening and summer school Directors the courses that they desire to teach and are qualified to teach.

8. It is expected that office hours for consultation and advisement of students by evening faculty and by summer faculty will be maintained as appropriate to course requirements and as related to student needs.

9. Evaluation of instructors in evening classes or in summer college session may be employed and, if so, shall follow procedures developed and adopted for day college evaluation. Unsatisfactory evaluation may be sufficient basis for termination of teaching assignment and withholding the next assignment for which length of satisfactory service might qualify the person.

10. Failure of faculty members, after one written warning, and without mutual consent as to justification, to meet deadlines on grade submission, or to fail to meet with classes for time indicated shall be sufficient basis for termination of teaching assignment and withholding the next assignment for which length of satisfactory service might qualify the person.

11. Personnel following appointment to Grand Rapids Junior College and engaged in pursuit of study in subject matter at institutes, etc., which makes them unavailable for teaching assignment during that period of study shall be credited with such time of study in determining length of satisfactory service.

12. Personnel following appointment to Grand Rapids Junior College and required to attend or participate in military service obligations, other than weekly or monthly drill sessions because of membership in Reserve units shall be credited with that time of service toward determination of length of satisfactory service.

13. Personnel who are unable to accept assignment in evening college or summer session because of illness or other justifiable reason may request leave and by mutual agreement between such personnel and the appropriate administrator may be granted such leave.

14. Sick leave benefits for full-time Junior College faculty members employed as evening college instructors or in summer school shall be provided at the rate of one evening for each evening per week taught per semester and three days per summer day session, with sick leave deduction to be made from regular accumulated sick leave. Provided that if the instructor so desires, he or she may, upon making up the missed session, be credited with the day or days previously deducted. Also, such sick-leave provision shall be effective only if notification is made to proper administrative office at least two (2) hours prior to absence in the case of an evening assignment and one (1) hour in the case of a summer day assignment.

F. Board of Education administrative positions which are vacant will, if possible, be advertised via the Superintendent's Bulletin. Such bulletin shall be placed in the mail box of each division head.

ARTICLE VIII

SALARY AND BENEFITS

- A. The salaries of faculty members covered by the Agreement for the school year of 1968-69 shall be set forth in Appendix B of this Agreement.
- B. The remuneration for teaching in the Junior College summer school program and the Junior College evening school program shall be \$207 per contact hour. ($\$6,450 + 6\%$ divided by 33 contact hours).
- C. The remuneration for all extra Junior College curricular activities shall be set forth in Appendix C of this Agreement.
- D. Longevity increments of \$100 for service and \$150 for advanced training (in accordance with present Board Rules and Regulations) will be paid upon beginning of the 18th, 23rd, and 28th year of service.
- E. On or before August 1 or upon signing an initial employment contract, the faculty member shall have an option (see below) and will so indicate on the form provided by the Board, as to the method of wage payment; otherwise payment shall continue as it was the previous year:
1. Twenty-six (26) equal payments per year, one every two weeks, or
 2. Twenty-one (21) equal payments, one every two weeks.
- F. The Board will continue the present Blue Cross-Blue Shield coverage until December 1, 1968, at which time the Board will pay full coverage for all employees for ward service, \$50.00 deductible and master medical coverage. Further the employee, who is head of the household, shall be provided the above coverage for his/her family. The employee shall have the option through payroll deductions to select additional benefits. The Board will continue the present \$1,000 life insurance coverage until December 1, 1968 at which time the Board shall provide a \$5,000 death benefit or term life insurance coverage for each employee.
- G. On or before November 1 of each year, faculty members may sign and deliver to the Board an authorization (the form and administrative procedures thereof to be approved by the Board) for payroll deductions of membership dues of the Council. Such sums shall be deducted in approximately equal amounts each payday from the regular salaries of all such faculty members during the next ten pay periods, and remitted monthly to the Council.

Payroll deductions will also be available to the faculty members on a mutually agreed basis for the Grand Rapids Teachers Credit Union, for the purchase of United States Savings Bonds, for the United Community Fund, for the VALIC, MEA, and Great West Life tax annuity program, and for insurance premiums. The Board shall not be liable for any errors or losses in the administration of this provision unless it is shown that the Board was negligent in the care and handling of the monies involved.

H. Grand Rapids Junior College tuition and fees shall not be charged for faculty members, their spouses, retired Grand Rapids Junior College faculty members and their spouses who enroll in any course offered by the college but shall not exceed four (4) semester hours per semester.

I. One hundred (100) parking spaces will be provided for faculty members at Junior College. Spaces will be assigned to those who desire same on a Junior College continuous service seniority basis. A nominal rate of \$4.00 per month shall be charged for each space. In the event less than one hundred (100) spaces are requested by the faculty as of September 15, 1968, such surplus spaces shall be utilized by the Board.

J. Salaries for faculty members teaching scheduled day division classes and working less than full time shall be pro-rated to the time worked. Sections D, E, F, G, H, and I shall not be applicable to faculty members working less than one-half time, or to those employed only in the Junior College summer school or evening school.

K. Faculty members requested by the Assistant Dean of Instruction or his designee to instruct classes other than their own scheduled classes and accept such assignment shall be paid on a per hour basis equal to evening school compensation.

Reason for such paid substitutions shall be as follows:

1. Absence due to illness of faculty member or death of family members or friends.
2. Absence due to leave without pay
3. Absence due to leave with pay when such leave is requested by the administration
4. Absence due to visitation leave (first two (2) days only)
5. Death of a faculty member until a new appointment is possible

L. Individual faculty members' salary shall be adjusted at the beginning of each semester in accordance with their degree status.

M. The establishment of criterion for refund of tuition, paid by the instructor for courses taken by him in 1968-69, to a college or university shall be placed before a study committee for recommendation. Said

committee shall be composed of three (3) faculty members selected by the Council and three (3) administrators selected by the Superintendent.

The committee will make recommendation to the negotiation teams on or before November 1, 1968. The negotiation teams shall formulate an agreement and the Board shall implement it for the 1968-69 school year.

N. Expenses incurred while attending professional meetings or conferences shall be \$150 for a two (2) year period. Said period shall include the 1968-69 and 1969-70 school years. Any employee beginning employment at Junior College after the end of the 1968-69 school year shall be eligible for one-half of the \$150 (\$75) the following year. Implementation shall be as described on the memo to all faculty members from Coordinator of Business Affairs on about September 3, 1968.

ARTICLE IX

LEAVES OF ABSENCE WITHOUT PAY

General Provisions

1. The Board shall return a faculty member who has been on leave of absence to the same or comparable position, if one exists, or any other position mutually agreed to by the employee and administration.
2. The Board shall re-employ any faculty member returning from an approved leave of absence at the beginning of a school year or at mid-year of the school year.
3. All requests for leave of absence will be applied for and granted or denied in writing. The faculty member must apply for the leave at least sixty (60) days prior to its commencement, except in cases of emergency or urgency.
4. The faculty member must notify the Board in writing of his intention to return from such leave at least ninety (90) days prior to the beginning of the spring semester and/or one-hundred and twenty (120) days prior to the fall semester.
5. No benefits will accrue to a faculty member during a leave of absence, except as otherwise stated herein. Upon return from leave, the faculty member's unused sick leave benefit which had been accumulated at the time the leave commenced will be restored to him.

A. Personal Illness

Any faculty member who has been afflicted with extended personal illness will be granted a leave of absence up to one year upon application therefore. Such application must be accompanied by a physician's certificate of recommendation supporting same. Such leave shall be without pay and without increment advancement. This leave shall, upon request, be renewed each year for two additional leaves of one year each. The Board may require, at its expense, a medical examination as a prerequisite to reinstatement after any such leave.

B. Military

Any faculty member who is inducted or enlists in any branch of the Armed Forces of the United States will be granted a leave without pay. Upon return from such leave, a faculty member shall receive full credit on the salary schedule up to two (2) years provided the faculty member has received an honorable discharge or honorable release of active duty, submits a written request for re-employment within ninety (90) days from date of discharge, and is still qualified and competent to perform teaching duties. It is the responsibility of the faculty member to submit to the Personnel Director the official documents to support the above activity.

C. Self-Improvement Through Study

A leave of absence without pay for up to one (1) year with renewal privileges will, upon the approval of the Superintendent, be granted for any tenure faculty member who desires to study in his major or minor field, or any other field approved by the Superintendent. The faculty member will, provided he was engaged as a full-time participant in such study program and upon return from such leave receive full credit on the Grand Rapids salary schedule for the first year of such leave. The Board has the option to grant additional step or steps or not to grant additional step or steps for any leave extended with the Superintendent's approval.

D. Maternity Leave

1. The Board shall grant a maternity leave without pay to any tenure faculty member or for probationary faculty members who have been approved for tenure status with the Grand Rapids District, for one year. This leave may be renewed annually but shall not extend beyond three (3) years (any part of a year constitutes a year). After expiration of the maternity leave noted above, the tenure faculty member shall have the right to re-apply for a faculty position within the next two years. The Board

agrees to give such faculty member first opportunity to fill the same or a comparable position which she held before going on maternity leave, if available.

2. A written clearance by the faculty member's physician stating that she is physically able to resume classroom duties must be submitted prior to the faculty member resuming her position in the Grand Rapids Public Schools.

3. The Board will expect candidates for maternity leave of absence to terminate their services when in the opinion of her physician it is undesirable to continue employment. The Dean may request such a statement in writing at the employee's expense.

4. The above maternity leave of absence procedure shall also apply to female faculty members who adopt a child.

5. A faculty member returning from leave complying with the provisions of this section (D) shall be placed on that step of the salary schedule from which she went on leave unless she was employed for at least 50% of her last teaching year, in which case she shall be advanced to the next step.

E. Other Leaves

Other leaves of absence without pay may be granted by the Board.

ARTICLE X

LEAVES OF ABSENCE WITH PAY

A. All faculty members shall be eligible for a one (1) year study leave after completing no less than seven (7) years and for each such period of actual professional service in the Grand Rapids School System uninterrupted by anything other than approved leave of absence. Granting of study leaves shall be in accordance with the present Rules and Regulations pertaining thereto (See Board Rules, pages 28-29, Sabbatical Leave). The Board will pay such faculty members one-half of the contractual salary which he would ordinarily receive. The following school year the faculty member must return to the Grand Rapids System and render at least three (3) consecutive years of satisfactory service. A one (1) semester study leave may also be granted under the same terms, except the obligation to return to the Grand Rapids School System shall be for one (1) year. After a one (1) semester leave the instructor is eligible for one (1) more semester leave.

B. Leave from duty with pay due to illness or bereavement.

1. Every faculty member shall be granted ten (10) working days of leave with pay per school year subject to the limitations provided herein.

2. Leave time may be used for absence from duty because of personal illness, injury, or on orders of a physician to remain absent due to exposure to disease. In cases subject to the Workmen's Compensation Law such leave time may be used to supplement Workmen's Compensation so that the total amount paid an employee will equal but not exceed his regular salary for the period of absence from duty.

3. Leave time because of death in the immediate family of a faculty member shall not exceed the remaining portion of the week in which death occurs plus five (5) additional work days;

Death of other relatives shall not exceed five (5) working days;

Death of friends shall not exceed two (2) working days.

Leave time because of the illness or injury of a relative or friend shall be to provide for emergency arrangements and shall not exceed two (2) working days per absence.

4. Unused earned leave time may be cumulative and shall be credited to the faculty member's leave bank. The annual ten day credit shall become effective when the employee reports for duty, as authorized, at the beginning of the school year. Leave days are granted at the rate of ten (10) days per year with unlimited accumulation.

5. Any employee absent because of personal illness, injury or on orders of a physician to remain absent from duty due to exposure to disease for more than ten (10) working days in any one year may be required by the Superintendent of Schools to provide a medical statement by a reputable physician certifying that the employee was unable to be on duty during such absence. The Superintendent of Schools, at his option, may require approval of any such medical certificate by another physician selected by him.

6. Accumulated sick leave time shall terminate upon severance or suspension of employment except when a leave of absence is granted by the Board of Education.

7. Employees who are absent both before and after a holiday for which pay is granted, will not be paid for that holiday except when absence is due to proven illness or injury.

C. Leaves for other purposes

Leaves of absence with full pay not chargeable against the faculty member's sick leave days shall be granted for the following reasons:

1. Absence when a faculty member is required to serve on jury. Such leave for one week or less shall be with full pay. Such leave for more than one (1) week shall be at full pay for the first week, and after the first week, at the difference between the regular salary and that amount received for such services during the school week.
2. Court appearances when subpoenaed as a witness.
3. Visitation to and/or participation in educational programs or conferences wherein provision for maintenance of assignment can be made by the instructor to the satisfaction of the college administration excepting two (2) working days provided for this purpose by the Board and in those instances wherein such leave is by administrative request. Application forms are to be provided by the Board.
4. Attending any function when so requested by the administration.

ARTICLE XI

NO STRIKE CLAUSE

A. During the term of this Agreement neither the Council nor any persons acting in its behalf nor any individual faculty member will cause, authorize or support, or take part in any strike (i. e., the concerted failure to report for duty, or the concerted absence of faculty members from their positions, or concerted stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the faculty members' duties of employment.)

B. Willful violation of this Article by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of discipline or penalties. Nothing contained herein shall restrict the Board in the exercise of any rights granted to it by law in connection with the violation of any of the provisions of the Article.

ARTICLE XII

MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall, at the expense of the Board, be presented to all faculty members.
- B. If any provisions of this Agreement or any application of this Agreement is found to be contrary to law such provisions or applications 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. A joint committee shall be established to study the topic of Liquidation of Sick Leave Bank upon Termination of Employment. This committee shall be composed of three (3) faculty members selected by the Council and three (3) Administrators selected by the Superintendent. The committee shall jointly study the matter and report the pros and cons to the 1969-70 negotiation teams for further consideration.

ARTICLE XIII

NEGOTIATIONS PROCEDURE

- A. Re-negotiation of this Agreement for the subsequent years shall be commenced no later than April 15, 1969. Such negotiations shall include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement shall be reduced to writing and signed by the Board and the Council.
- B. If the negotiations described in this Section (A above) have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.
- C. This Agreement incorporates the agreement reached by the parties on all agreed to issues which were subjects of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- D. Neither the Board nor the Council shall have any control over the selection of bargaining representatives of the other.

ARTICLE XIV

DURATION OF CONTRACT

This Agreement shall be effective as of August 19, 1968 and shall continue in effect until the August 17, 1969. The calendar for the 1969-70 school year as set out in Appendix A-1 shall not be subject to further negotiation except by mutual agreement by the parties. The provisions for reimbursement of travel expenses as set out in Article VIII, Section N shall also remain in effect for the 1969-70 school year.

THE BOARD OF EDUCATION OF
THE CITY OF GRAND RAPIDS

THE FACULTY COUNCIL OF THE
GRAND RAPIDS JUNIOR COLLEGE

BY _____
Its President

BY _____
Its President

BY _____
Secretary to the Board

BY _____
Its Secretary

BY _____
Its Chief Negotiator

BY _____
Its Chief Negotiator

1968		1969		1970	
JANUARY S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	JULY S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	JANUARY S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	JULY S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	JANUARY S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	JULY S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
FEBRUARY S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	AUGUST S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	FEBRUARY S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	AUGUST S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	FEBRUARY S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	AUGUST S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
MARCH S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	SEPTEMBER S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	MARCH S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	SEPTEMBER S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	MARCH S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	SEPTEMBER S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
APRIL S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	OCTOBER S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	APRIL S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	OCTOBER S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	APRIL S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	OCTOBER S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
MAY S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	NOVEMBER S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	MAY S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	NOVEMBER S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	MAY S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	NOVEMBER S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
JUNE S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	DECEMBER S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	JUNE S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	DECEMBER S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	JUNE S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	DECEMBER S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

CODE

- ☒ Orientation and/or Registration
- X Registration days
- Instruction days
- O Last day of Semester

1968-69 SCHOOL YEAR

Final Exam	December 18-24, May 16-22
Professional Day	January 8 or 9 (plus one day during Spring Semester)
Administration Day	January 8 or 9
Commencement	May 23
Total Days	Instruction - 170 NonInstruction - 6

1969-70 SCHOOL YEAR

Final Exam	December 17-23, May 14-20
Professional Day	January 7 or 8 (plus one day during Spring Semester)
Administration Day	January 7 or 8
Commencement	May 21 or 22
Total Days	Instruction - 170 NonInstruction - 6

APPENDIX B-1

AB-BS SALARY SCHEDULE RECOMMENDED
GRAND RAPIDS JUNIOR COLLEGE
1968-69

<u>Steps</u>	<u>Annual Increment</u>	<u>Base Salary</u>	<u>- % *</u>	<u>J. C. Diff. - & \$</u>	<u>Total Salary</u>
Base		6,450.00	6%	387.00	6,837.00
1st	210.00	6,760.00	6%	387.00	7,147.00
2nd	210.00	6,970.00	7%	452.00	7,422.00
3rd	270.00	7,240.00	7%	452.00	7,692.00
4th	270.00	7,510.00	8%	516.00	8,026.00
5th	270.00	7,780.00	8%	516.00	8,296.00
6th	270.00	8,050.00	9%	581.00	8,631.00
7th	270.00	8,320.00	9%	581.00	8,901.00
8th	350.00	8,670.00	10%	645.00	9,315.00
9th	350.00	9,020.00	10%	645.00	9,665.00
10th	350.00	9,370.00	11%	710.00	10,080.00
11th	350.00	9,720.00	11%	710.00	10,430.00
12th	480.00	10,200.00	12%	774.00	10,994.00

* Percentage of the AB-BS Base (\$6,450).

APPENDIX B-2

MA-MS SALARY SCHEDULE RECOMMENDED
GRAND RAPIDS JUNIOR COLLEGE
 1968-69

<u>Steps</u>	<u>Annual Increment</u>	<u>Base Salary</u>	<u>- J. C. Diff. -</u> <u>% & \$</u>	<u>Total Salary</u>
Base		6,966.00	* 6%	7,353.00
1st	280.00	7,246.00	6%	7,633.00
2nd	280.00	7,526.00	7%	7,978.00
3rd	350.00	7,876.00	7%	8,328.00
4th	350.00	8,226.00	8%	8,742.00
5th	350.00	8,576.00	8%	9,082.00
6th	350.00	8,926.00	9%	9,507.00
7th	350.00	9,276.00	9%	9,857.00
8th	420.00	9,696.00	10%	10,341.00
9th	420.00	10,116.00	10%	10,761.00
10th	420.00	10,536.00	11%	11,246.00
11th	420.00	10,956.00	11%	11,666.00
12th	500.00	11,456.00	12%	12,230.00

* Percentage of the AB-BS base (\$6,450).

APPENDIX B-3

Additional remuneration for advanced training beyond a Masters Degree will be as follows:

MA plus 10 credit hours	\$ 50.00 per annum
MA plus 20 credit hours	150.00 per annum
MA plus 30 credit hours	300.00 per annum
Specialist degree	400.00 per annum
Doctorate (earned)	800.00 per annum

APPENDIX C-1

Remuneration for extra curricular and coaching assignments and service rendered will be a percentage of the AB-BS Base (\$6,450) as follows:

<u>Assignment</u>	<u>1st yr.</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>	<u>5th yr.</u>
Coaching of Forensics	2%	2%	3%	3%	3%
Coaching of Debate	6%	7%	8%	9%	10%
Collegiate Sponsor	4%	5%	6%	7%	8%
Instrumental Music Director	6%	7%	8%	9%	10%
Vocal Music Director	6%	7%	8%	9%	10%
Head Football	17%	18%	19%	20%	21%
Assistant Football	10%	11%	12%	13%	14%
Head Basketball	17%	18%	19%	20%	21%
Assistant Basketball	10%	11%	12%	13%	14%
Wrestling	11%	12%	13%	14%	15%
Baseball	11%	12%	13%	14%	15%
Track	11%	12%	13%	14%	15%
Swimming	11%	12%	13%	14%	15%
Golf	9%	10%	11%	12%	13%
Tennis	9%	10%	11%	12%	13%
Cross Country	9%	10%	11%	12%	13%

ATHLETIC MANAGEMENT

A total of 22% of the AB Base salary shall be paid for athletic management at Junior College. If the Director also is assigned as a coach, the total shall be divided between the Director and an Assistant Director. Director - 65%, Assistant Director and/or Directors - 35%. If the Director does not coach, it will not be mandatory to appoint an Assistant Director; and the total amount will be paid to the Director.

Remuneration for each divisional chairman shall be \$1,000.00 per year.

Remuneration for womens intramural shall be \$600 per year.

Remuneration for womens extramural shall be \$600 per year.