

6/30/68

AGREEMENT BETWEEN  
THE BOARD OF EDUCATION OF THE CITY OF DEARBORN  
AND THE HENRY FORD COMMUNITY COLLEGE  
FEDERATION OF TEACHERS  
AMERICAN FEDERATION OF TEACHERS, LOCAL 1650

1967-68

Dearborn Public Schools  
4824 Lois Avenue  
Dearborn, Michigan

*Henry Ford Community College*

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This agreement is made this 23rd day of October, 1967, by and between the Board of Education of the City of Dearborn (hereinafter called the "Board") and the Henry Ford Community College Federation of Teachers, AFT, Local 1650 (hereinafter referred to as the "Union"), for the period beginning September 22, 1967 and ending June 30, 1968.

I. RECOGNITION

- A. The Board recognizes the Union as the sole and exclusive bargaining representative for all personnel in the bargaining unit as described in the "Certification of Representative," Case No. R-65X277, December 6, 1965, by the State of Michigan Labor Mediation Board, namely, "All probationary and tenure contract teachers at Henry Ford Community College, including part-time teachers, excluding Superintendent, Deputy Superintendent, Assistant Superintendent, Dean, Assistant Deans, Admissions Officer, Comptroller, Co-ordinators and division heads; provided, however that any of the above included personnel working less than eight contact hours or its equivalent shall be excluded." All members of the bargaining unit shall hereinafter be referred to as "teachers."

Any other employee in an administrative or supervisory position and on a salary schedule other than that for teachers is also excluded from the bargaining unit.

This agreement applies only to employees in the bargaining unit, except as this contract stipulates.

- B. The Union agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination and to represent all employees equally regardless of membership in any employee organization.
- C. The Board agrees to continue its policy of not discriminating against any teacher 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.
- D. The Board shall make no changes in the hours, wages and conditions of employment of teachers incorporated in this Agreement except upon mutual agreement of the Board and Union. The Board shall also make no changes, except upon mutual agreement of the Board and Union, in those portions of (a) the HFCC Faculty Handbook, or (b) the Staff Handbook of Administrative Regulations,

or (c) the Board Policy Book which embody or constitute hours, wages or conditions of employment. When any such changes are agreed upon, the Board will within 10 days deliver 3 copies of such changes to the Union. It is understood that many matters involving hours, wages and conditions of employment as set forth in the aforementioned documents have been incorporated in this Agreement, and that in all such instances this Agreement shall supersede the aforementioned documents and constitute the controlling instrument.

New policies and regulations relating to hours, wages and conditions of employment which are contemplated by the Board shall be adopted only after prior adequate consultation with the Union, with a good faith intent to reach agreement. However, the Union recognizes that failure to reach agreement following such good faith consultation shall not give rise to a grievance.

## II. BOARD OF EDUCATION RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States.

The exercise of these rights, powers, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this agreement.

## III. UNION-BOARD RELATIONS

- A. The Board will deduct from the pay of each member of the bargaining unit and each part-time teacher from whom it receives written authorization to do so, the required amount of monthly Union dues. Such deductions shall continue, in the absence of a written notice of withdrawal, as long as this Agreement is in effect. The Board will notify the Union promptly of any withdrawals. This provision shall not apply to administrative or supervisory personnel.
- B. The Board shall make available to the Union upon its reasonable request and within a reasonable time thereafter such statistics and financial information, related to Henry Ford Community College and in possession of the Board as are necessary for negotiation and implementation of collective bargaining agreements. It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested not already compiled in that form unless mutually agreeable.
- C. The Union will be furnished a copy of the agenda of each regular meeting of the Board with all normal attachments including the minutes of past meetings.

The Union shall be entitled to appear on the Board agenda provided that a written notification is submitted to the Superin-

tendent's Office on or before the Tuesday prior to a regularly scheduled meeting.

Lacking a written notification to appear on the Agenda of the Board of Education, the Union shall be entitled to speak on issues affecting Henry Ford Community College at Board of Education Meetings at such times during the Meeting as are provided by the Davies-Brickel system, and as it may be amended from time to time, or at any other time agreeable to the Board.

- D. Teacher representation on any committee appointed by the Board and dealing with matters within the jurisdiction of the bargaining unit, other than committees formed by agreements between the Faculty and the Administration pursuant to the provisions of the Faculty Constitution, shall be appointed by the Union.
- E. Rooms at the college may be used for Union Meetings and special programs provided that
  - 1. Arrangements are made in advance with the Administration.
  - 2. Meetings are scheduled within the regular shift hours of custodial staff.
  - 3. Public property under the jurisdiction of the Dearborn Board of Education shall not be used for any illegal purpose.
- F. Whenever possible, scheduling of classes of any member of the Executive Board of the Union which interfere with attendance at the monthly Executive Board meetings after 3 p.m. of the second Monday of each month, starting in the spring term, 1967, shall be avoided, if names of Union Executive Board members are supplied to the Administration by November 1 for the spring semester schedule and by February 20 for the fall semester schedule.
- G. Members of the bargaining unit who by arrangement between Union 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 Union president will be granted released time equal to an aggregate of 12 hours for the school year, divided between the semesters. If this released time is not used by the president of the Union, it may be assigned at his discretion. However, if any portion of this time is to be assigned, the Union president must supply the administration with the name(s) of such teacher(s) by November 1 for the spring semester schedule and by February 20 for the fall semester schedule, except that these notification dates will be waived in an emergency situation where the Union president becomes incapacitated for a period of time sufficient to require a teaching substitute, provided that coverage can be assured for the classes affected.

#### IV. CONDITIONS OF EMPLOYMENT

- A. Preferred minimum educational requirements for full-time teaching shall be a Master's degree in subject matter, or its equivalent, directly related to the teaching job being filled.

Every attempt shall be made to fill each vacancy with the best qualified person available. The only limitations concerning salary shall be those provided by the terms of this agreement in respect to salary schedule and experience and qualification credits.

- B. The provisions of the Tenure Act of the State of Michigan shall apply to Henry Ford Community College.
- C. The Faculty Constitution of Henry Ford Community College, as it may be amended from time to time, shall continue in force for the duration of this contract.
- D. When the teacher speaks or writes as a citizen, he shall be free from administrative and institutional censorship and discipline. The teacher bears a responsibility to clarify the fact that he speaks as an individual and not in behalf of the institution.

Each teacher is entitled to freedom of discussion within the classroom on all matters which are relevant to the subject under study and within his area of professional competence. The presence of any communications device during the meeting of a class shall be subject to his permission.

#### V. THE COLLEGE YEAR

- A. No alteration of the basic form of the college year shall be undertaken during the term of this contract without consultation and agreement with the Union. This stipulation shall be construed to include such changes as advancing the reporting date to some day before the Tuesday after Labor Day or lengthening the college year beyond the traditional dismissal date.
- B. The normal college year (exclusive of the Related Trades program) under the semester system shall consist of two semesters, each of which shall consist of no less than 74 and no more than 77 instructional days, exclusive of the final examination period and of recognized holidays which fall within the weeks of instruction. (Recognized holidays shall be Labor Day, Thanksgiving, Christmas, New Year's Day, Good Friday (1/2 day) and Decoration Day.)

The normal college year for the Related Trade Division shall consist of 48 weeks. The college year is divided into quarters, there being three twelve-week instructional quarters and one modified six-week instructional quarter with 6 weeks interspaced prior, between and after the instructional quarters for evaluation, scheduling and registration, exclusive of recognized holidays which fall within the weeks of the college year.



- C. The 8-week summer session, shall be scheduled in addition to the normal college year, but any alteration in its length or calendar shall be subject to agreement and consultation with the Union. The final examination period shall normally be considered to be the last scheduled day of class in the summer session. Any day on which classes are officially dismissed in recognition of Independence Day shall be a paid holiday.

#### VI. THE COLLEGE WEEK

The normal college week shall include, and be limited to, the days Monday through Friday.

#### VII. THE COLLEGE DAY

- A. The college day at Henry Ford Community College shall include such scheduled class sessions as the individual work load may prescribe, regularly scheduled conference hours and their own laboratory duties and such additional time as may be necessary to fulfill committee assignments and other necessary professional responsibilities. The Union agrees that teachers will be expected to continue to offer some assistance voluntarily with college sponsored activities involving the student body or the public which require professional help beyond the efforts of those staff members directly and continually involved.
- B. Beginning times of classes taught as part of the teacher's regular teaching assignment shall not be more than six hours apart and the span of class time shall not exceed seven consecutive hours, except that in the R.T.I. program this time limitation may be extended on no more than two days a week in the event that such an extension should be necessary to the effective conduct of the program, and except that the particular schedule for Nursing 25 and 26 includes an exception during part of the semester.

#### VIII. WORK LOAD

- A. The full-time teaching load in the college parallel, technical and R.T.I. programs shall be considered to consist of 15 contact hours per week, with provision for minor variations to accommodate differing contact hours for particularized courses. A contact hour is defined as a 50-minute classroom session, inclusive of laboratory periods.

Beginning in the second semester of the 1967-68 school year, a 12-contact hour work load shall be established for full-time teaching faculty who teach 3 or more English composition classes (English 1, 10, 11, 31, 32), except that this shall not apply to any teacher already released from 2 or more classes for union duty.

This reduction will be studied by a committee, to be established before the mid-point of the first semester of the 1967-68 school

year, composed of two faculty members, one representative of college administration, one representative of central administration, plus three consultants mutually acceptable to the parties of this contract, to evaluate its educational and economic impact, and make recommendations regarding the continuation and/or extension of the reduced work load as soon as possible.

This reduction may also be studied by the Executive Council.

- B. The teaching load shall also include one (1) announced, posted and scheduled conference hour, during which teachers will be regularly available to students, for each three (3) contact hours in the regular assignment.
- C. A minimum of 25 hours per week should be spent on the college campus for purpose of meeting of classes, for conference-office hours (scheduled and unscheduled) and for such official faculty, committee and divisional or departmental meetings as may be scheduled.
- D. The normal work load for librarians and counsellors shall be considered to be 35 hours per week. The same shall be true of other teachers performing non-teaching responsibilities exclusively.
- E. All arrangements for substitutes for contractual or extra-contractual teaching shall be conducted through the Coordinator, Division Head, or Department Chairman and shall have the approval of the appropriate Dean.

#### IX. CLASS LOAD

The number of students assigned to classes shall be limited by existing practice. Normally expected minimum class size may be waived by administrative action, in consultation with the division or department involved, in instances where a class is offered for the first time, in order to fulfill a department's educational obligations, (as where there are advanced courses required for completion of a sequence undertaken when perhaps only a limited number of students meet the prerequisites of the advanced course.)

#### X. TEACHING FACILITIES

- A. The administration shall make every effort to provide each faculty member ample office space, and the equipment necessary, such as a desk, swivel chair, visitor's chair, file cabinet and bookcases, for effective instructional preparation and function. The objective should be a one-man office for full-time faculty and opportunity for private conferences with students by part-time faculty.
- B. The Board shall continue to provide at no charge a year-around parking place for all teachers.



- C. The Board shall continue to provide a comfortable Faculty Lounge with facilities for eating, relaxing, and professional conferences and meetings.
- D. The Board of Education shall establish and maintain a travel and conference fund for faculty in its operating budget in the amount of \$60.00 per teacher, said funds to be allocated and administered according to procedures already established at the college. When the travel or conference is initiated by administrative request for the purpose of serving administratively determined ends, the provision of funds for such travel shall not deprive other members of the travel-conference group of the opportunity to participate in conferences of their own choosing.

With administrative approval, additional funds may be made available for invitational participation in programs which reflect credit upon both individual teachers and the college.

## XI. GRIEVANCE PROCEDURE

### A. Definition of Grievance

The term "Grievance" shall be interpreted to mean a complaint by a teacher or by the Union in its own behalf that (1) there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or (2) there has been a violation, misinterpretation or misapplication of written policies or procedures affecting the conditions of employment of Teachers in effect from time to time. Whenever the term "Teacher" is used it may be interpreted as a plural.

### B. Statement of Basic Principles

1. Every teacher or group of teachers shall have the right to present grievances in accordance with these procedures.
2. All discussions shall be kept confidential during procedural stages of the resolution of a grievance.
3. A teacher who participates in these grievances procedures shall not be subject to discipline or reprisal because of such participation.
4. Administrators have the responsibility to consider and take action promptly, within authority delegated to them, on grievances presented to them.
5. The failure of an administrator at any level to communicate his decision to the teacher or union within the proper time limits permits the teacher to proceed to the next stage within the time limits provided had the decision been rendered on time.
6. The failure of a teacher or the Union to appeal a decision to the next higher stage within the proper time limits shall constitute a withdrawal and shall bar further action on that teacher's grievance.

7. The teacher (or group of teachers) has a right to be present and to be represented, at his option. If the teacher elects to be represented his representative shall not be a representative of any teacher organization other than the Union.
8. When the grievance originates at an administrative level higher than coordinator, division head or department chairman, the teacher (or the Union) shall start the grievance at the appropriate written stage of the grievance procedure as designated herein.
9. In any instance where the Union is not represented in the grievance procedure, the administrator making the decision will notify the Union in writing of the resolution of the grievance at each level. The Union may appeal any decision which would seem either to violate any term of the contract or to affect working conditions of the teachers in the bargaining unit.
10. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings and conferences are during school hours all employees whose presence is required shall be excused, with pay, for that purpose.
11. The placement of a teacher on a third year of probation, the denial of tenure, or action brought against a teacher under the Tenure Act shall not be considered as falling within the province of the grievance procedure. However, a probationary teacher who has been notified of denial of tenure or of placement on third year of probation will, upon the teacher's written request, be granted an interview with the Superintendent. The teacher may be accompanied by a Union representative if the teacher so desires. Upon the teacher's advance written request, the Superintendent will arrange for the presence of the appropriate Coordinator, Division Head or Department Chairman.

#### C. Individual Grievance Procedure

##### 1. Preliminary Stage

In the interest of maintaining harmonious relations, the aggrieved teacher may have an oral conference with the coordinator, division head, department head, department chairman or appropriate administrator upon discovery of the grievance and prior to initiating formal written grievance procedures.

##### 2. Formal Stages

First Written Stage, College Administration

- a. Any grievance shall be forwarded in writing to the respective dean within whose jurisdiction the grievance occurred within 23 working days of the discovery of the grievance.

- b. The dean shall return copies of the grievance to the teacher and the Union with his decision in writing within 10 working days of the receipt of the grievance.

#### Second Written Stage, College Administration

- a. If the teacher (or Union) is dissatisfied with the decision at the first stage, he (or the Union) may refer the matter directly to the President or the Executive Dean, at the discretion of the President, by submitting a copy of the grievance and the decision returned to him by the dean within 10 working days of its receipt.
- b. The President or the Executive Dean shall inform in writing the aggrieved teacher, the Union, and the dean involved of his decision within 10 working days of the receipt of the grievance. The aggrieved teacher (or the Union) shall have the right to a conference with the President or the Executive Dean within this time limit.

#### Third Written Stage, Superintendent of Schools

- a. If the teacher (or the Union) is dissatisfied with the decision of the President or the Executive Dean, he (or the Union) may then appeal to the Superintendent of Schools within 10 working days of the receipt of the decision by submitting a copy of all preceding written statements of the grievance and of the decision of previous authorities to the Superintendent of Schools.
- b. The Superintendent of Schools, or his designated representative, shall inform in writing the aggrieved teacher, the Union, and all college authorities previously concerned of his decision within 10 working days of receipt of the grievance. The aggrieved teacher (or the Union) shall have the right of a conference with the Superintendent of Schools or his designated representative within this time limit.

#### Fourth Written Stage, Board of Education

- a. If the teacher (or the Union) is dissatisfied with the decision of the Superintendent, or the Superintendent's designated representative, the teacher (or the Union) may refer the matter to the Board of Education within 10 working days after receipt of the decision of the Superintendent, or the Superintendent's designated representative, by submitting a copy of the grievance and all previous decisions to the President of the Board of Education.
- b. Within 30 days of the receipt of the grievance the Board shall meet to consider it. The aggrieved teacher or Union shall have the right to be heard. The decision of the Board shall be communicated in writing to the teachers and the Union within 5 working days of the formal action.

### Final Stage, Arbitration

If the Union is dissatisfied with the decision of the Board of Education, the Union may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the President of the Board of Education within ten working days after the Union's receipt of the decision of the Board of Education. The arbitrator shall be selected, and the arbitration shall be conducted, under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Board of Education and the Union. The arbitrator shall confine his opinion to the sole question of whether or not (1) there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or (2) there has been a deviation from or misinterpretation or misapplication of written policies or procedures affecting the conditions of employment of teachers in effect from time to time. He shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board of Education or administration.

The arbitrator's award shall become final and binding on the fifteenth (15th) day following its delivery to both of the parties, unless prior to such fifteenth (15th) day either party gives written notice to the other party of its desire that the award not be final and binding. If such written notice is timely given, the award shall not become final and binding but shall be advisory.

## XII. EXTENDED LEAVES OF ABSENCE

Requests for leaves of absence not specified as professional or personal leaves and not provided for under policy shall not be granted. Except as specifically provided in this article no payments of any kind will be made to a teacher on any extended leave of absence.

### A. Professional Leaves

#### 1. General Provisions

- a. A teacher returning from a Professional Leave shall have the right to return to the division or department which he left. In the event of the elimination of the position during the interim, seniority at Henry Ford Community College shall be the determining factor in filling staff assignments for which the teacher is qualified.
- b. A teacher on Professional Leave shall receive any regularly scheduled salary increases granted, including increments, and shall also be subject to any general salary adjustment which may be effected.
- c. Requests for extension of leaves of absence must be made in writing at least sixty days before the termination of leave. Failure to request an extension shall constitute

termination of leave. Failure to return to employment upon termination of leave shall constitute termination of employment.

- d. Benefits or rights accumulated by a teacher prior to the effective date of the leave of absence shall be carried forward and credited to the teacher upon his return.
- e. Teachers who have been on a Professional Leave shall not be eligible for another Professional Leave for a three year period after their return.
- f. Applications for Professional Leave shall be filed in the Personnel Office not later than March 1st or November 1st preceding the semester that the leave shall become effective.
- g. Professional Leaves shall be limited to:
  - (1) Advanced Study Leaves
  - (2) Sabbatical Leaves
  - (3) Leaves for Exchange Teaching and/or Assignment
  - (4) Leaves for Foreign Country or Military School Teaching and/or Assignment
  - (5) Leaves for Participation in National Defense Graduate Fellowship Program

## 2. Advanced Study Leaves

Any tenure teacher with a minimum of three years of active service at Henry Ford Community College may be granted a leave of absence without pay for advanced study for a period not to exceed one year, upon recommendation of the Superintendent. Any extension of such leave shall be made only by special action of the Board of Education upon recommendation of the Superintendent.

## 3. Sabbatical Leaves

- a. Sabbatical Leave shall be interpreted as leave from duty granted to any teacher after seven years of active service in the Dearborn Public Schools (or after such number of years as may be permitted by amendment of present law), at least four of which must be at Henry Ford Community College, for the purpose of improving instruction. If teachers who qualify under the four year provision do not fill the quota then the four year provision shall be waived. Sabbatical Leave may be granted for one year or for one semester as may be recommended by the Superintendent and approved by the Board of Education.
- b. Leave granted for professional study, for work on publications, for travel, or for travel combined with study, or for any other reason which, in the opinion of the Superintendent, will improve instruction at Henry Ford Community College or will improve the efficiency of the

teacher shall be considered consistent with the purposes of Sabbatical Leave.

- c. Remuneration to teachers granted Sabbatical Leave shall be at the rate of one half the salary to be received at the time the leave begins and such remuneration not to extend beyond one year.
  - d. Not more than two per cent of the teachers at Henry Ford Community College shall be granted Sabbatical Leave in any one year.
  - e. In determining his recommendations on requests for Sabbatical Leaves, the Superintendent shall consider the following items:
    - (1) The extent of the applicant's professional study, growth, contribution, and successful service during the preceding seven years.
    - (2) The extent to which plans submitted for use of time while on leave are definite and educationally constructive.
    - (3) The length of uninterrupted service at Henry Ford Community College.
    - (4) Reasonable and equitable distribution of applicants among the divisions and departments of the college.
  - f. A teacher granted Sabbatical Leave shall not engage in remunerative work while on leave without the approval of the Superintendent. Scholarships and fellowships in approved colleges and universities or grants which do not interfere with the program of professional improvement are excepted.
  - g. A teacher who does not return to Henry Ford Community College for a period of at least one year after completing his Sabbatical Leave shall reimburse the Board of Education for all monies received from it during such leave.
4. Leaves for Exchange Teaching and/or Assignment
- a. After having served five years in the Dea. Schools, at least three of which must have been at Henry Ford Community College, a teacher may be granted a one year Leave for Exchange Teaching and/or Assignment.
  - b. Any request for such leave shall be judged by the Superintendent upon its merits, namely, what benefits can be derived from such an assignment.
  - c. Not more than one per cent of the teachers at Henry Ford Community College shall be granted such leave in any one year.



- d. The plans as formulated by the office of the United States Commissioner of Education, in which each exchange teacher remains under the control of the home district in matters of pay, tenure, and other related considerations, shall be in full effect.
  - e. Opportunities for Exchange Teaching and/or Assignment positions shall be advertised in the Staff Newsletter by the Personnel Office.
5. Leaves for Foreign Country or Military School Teaching and/or Assignment
- a. After having served three years at Henry Ford Community College, a teacher may be granted Leave for Foreign Country or Military School Teaching and/or Assignment for a period of one year upon recommendation of the Superintendent. Such leave is subject to renewal by the Board of Education for one additional year.
  - b. Any request for such leave shall be judged by the Superintendent upon its merits, namely, what benefits can be derived from such an assignment.
  - c. Not more than one per cent of teachers at Henry Ford Community College shall be granted such leave in any one year.
6. Leaves for Participation in National Defense Graduate Fellowship Program
- a. National Defense Graduate Fellowship Leaves may be granted for a period of three years or any part thereof for successful completion of a graduate program in pursuance of a master's degree or a doctor's degree upon the recommendation of the Superintendent and approval of the Board of Education.
  - b. Such conditions as apply to Sabbatical Leave shall apply to these leaves except that these leaves may be extended by three years or a part thereof.
- B. Personal Leaves
1. General Provisions
- a. A teacher returning from Personal Leave shall have the right to return to the division or department which he left. In the event of the elimination of the position during the interim, seniority at Henry Ford Community College shall be the determining factor in filling staff assignments for which the teacher is qualified.
  - b. A teacher on Personal Leave shall receive any regularly scheduled salary increase granted, excluding increments (except in the case of Military and Peace Corps Leaves for which service increments shall be awarded), and

shall be subject to any general salary adjustments which may be effected.

- c. Benefits or rights accumulated by a teacher prior to the effective date of the leave of absence shall be carried forward and credited to the teacher upon his return.
- d. Personal Leaves shall be limited to:
  - (1) Extended Health Leaves Due to Physical or Mental Causes
  - (2) Leaves to Care for Ill Members of Immediate Family
  - (3) Maternity Leaves
  - (4) Involuntary Leaves
  - (5) Military and Peace Corps Leaves
  - (6) Leaves for Public Service
  - (7) Leaves for National or State Union Duty

## 2. Extended Health Leaves Due to Physical or Mental Causes

- a. Extended Health Leave due to physical or mental causes not falling within Sick Leave Policy may be granted to tenure teachers upon request by the teacher, recommendation by the Superintendent, and approval by the Board of Education. Such request shall be in writing and shall be accompanied by a written diagnosis by the attending physician. Such extended Health Leave may be considered for renewal annually.
- b. Requests for extensions of such leaves or notice of intention to return must be made in writing at least sixty days prior to the termination date of the leave. Failure to return after termination date of the leave will constitute termination of employment, subject to the provisions of the State Tenure Act. Notices of intention to return must be accompanied by a doctor's statement attesting the teacher's fitness.

## 3. Leave for Care of Ill Members of the Immediate Family

- a. Leave may be granted to tenure teachers to care for ill members of the immediate family upon request by the teacher, recommendation by the Superintendent, and approval by the Board of Education. Sufficient proof must be submitted to the Superintendent that leave or extended leave is necessary before the request will be granted.
- b. The immediate family shall be construed to include husband, wife, children, father, mother, brother, sister, grandparents, aunt, uncle, and close relative-in-law or close associate.
- c. Request for extension of such leave or notice of intention to return must be made in writing at least sixty days prior to the termination date of the leave. Failure to return after termination date of the leave shall

constitute termination of employment, subject to the provisions of the State Tenure Act.

4. Maternity Leave

- a. Upon written request, a female tenure teacher who is an expectant mother, who adopts a child, assumes the legal responsibility of a family, or acquires a family by marriage may be granted a leave of absence not to exceed three years upon recommendation of the Superintendent and approval by the Board of Education.
5. b. Expectant mothers shall request a leave five months prior to the expectant birth.
- c. Leave shall begin within the first five months of pregnancy at a time that is reasonable to both the teacher and the Board of Education and in the best interest of the college.
- d. A teacher granted Maternity Leave must return to work not later than three years from the end of the semester in which leave was taken. Failure to return at this time will constitute termination of employment, subject to the provisions of the State Tenure Act.
- e. A teacher on Maternity Leave shall not be permitted to return to employment until one year after the birth of the child. Exceptions shall be made only upon advice of her physician and the recommendation of the Superintendent.

5. Involuntary Leave

- a. A teacher may be requested to take Involuntary Leave when it is apparent to the Superintendent that the teacher is no longer able physically and/or mentally to discharge his duties in a competent manner.
- b. With the approval of the Board of Education, the Superintendent may request in writing that any teacher take a physical or mental examination at Board of Education expense, the results of which may be used for determining Involuntary Leave.
- c. When an examination is requested, a report of three physicians shall be required; one physician shall be selected by the teacher, one selected by the Board of Education, and one mutually agreed upon by both parties.
- d. A teacher requesting return from Involuntary Leave may return only upon the recommendation of the Superintendent and by approval of the Board of Education within the provisions of the State Tenure Act. The request to return must be made at least sixty days prior to the return date.

## 6. Military and Peace Corps Leaves

- a. Any teacher at Henry Ford Community College who may enlist or be conscripted into the Defense Forces of the United States for military service or training or into the Peace Corps shall be reinstated as a regular teacher with full credit including annual increments under the salary schedule. Reinstatement shall be contingent upon written request supported by a doctor's statement that said applicant is fully qualified to perform the duties of his position.
- b. Request to return from leave must be made at least sixty days prior to the beginning of the semester in which the teacher requests to return.
- c. Increment credit for Military Leave shall not extend beyond the time of original enlistment or beyond the time necessary to discharge the teacher's military obligation.
- d. When a teacher must take temporary Military Leave (not to exceed fourteen school days) during the school year, the Board of Education shall compensate the teacher involved for the difference between the teaching pay and the military pay and shall provide a substitute for his position if necessary.

## 7. Leaves for Public Service

- a. A teacher may be granted Leave for Public Service on an annual basis if he is elected or appointed to public office, subject to sufficient notice to make adequate provision for replacement. Such leave shall not be extended beyond a second year and the request for extension must be made in writing at least sixty days before the expiration date of the original leave.
- b. No more than one teacher shall be allowed such leave in any one year.

## 8. Leaves for National, State or Local Union Duty

- a. A teacher may be granted leave for National or State Union Duty for one year, subject to annual renewal at the discretion of the Board. Request for renewal must be made in writing at least 60 days before the expiration of any year of leave. No more than one teacher shall be allowed such leave at any one time.
- b. A teacher elected to office in Local 1650 will upon written request be granted leave of absence, full or part-time, for so long as he holds such office. Request for such leave must be made in writing at least 60 days before the beginning of the semester in which the leave is to become effective, and notification that the teacher intends to terminate such leave must be given in

writing at least 60 days before the beginning of the semester in which the termination of leave is to become effective.

#### XIII. PERSONAL BUSINESS

Each full-time teacher will be allowed a total number of personal business days equivalent to one-half (1/2) day per contractual month.

A. Personal business days will be limited to emergency situations of which the following are examples:

1. Personal business of a non-profit nature that cannot be taken care of outside of school hours.
2. Quarantine of teacher or teacher's residence.
3. Death of close relative or close associate.
4. Required court appearance.
5. Catastrophies which make it impossible to report.
6. To provide care for member of family where no other arrangement is practical.
7. Observance of religious and holy days which require abstention from work.

B. In the event a teacher is confronted with a death in the family or with a required court appearance pursuant to subpoena and has already expended his personal business days by participation in any of the items above except item (1), the Superintendent may grant additional days not to exceed five.

#### XIV. JURY DUTY

A leave of absence shall be granted a teacher called for jury service, provided that the Board of Education shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and the daily jury duty fee paid. The Board of Education shall only be obligated to pay said difference where the teacher cooperates with the administration in seeking to be excused from such service.

#### XV. SICK LEAVE

A. The sick leave bank of each teacher shall be frozen at the balance accumulated up to and including June 30, 1966. Any Dearborn School District teacher who transfers to Henry Ford Community College will be credited with any unused sick leave accumulated to the date of transfer.

- B. Each teacher shall be credited with one day of sick leave for each month of employment at the beginning of each fiscal year. The days so credited shall be non-cumulative. Teachers employed in a summer school program shall be credited with two days sick leave, non-cumulative.
- C. All sick leave in excess of that credited in the above paragraph shall be charged against the balance accumulated up to and including June 30, 1966. When all accumulated sick leave has been exhausted, the teacher shall be entitled to Weekly Accident and Sickness Benefits as described under Article XVII. B.
- D. Credited sick leave days may be used prior to being earned; however, any unearned sick days that have been so used will be deducted from the final pay in case of termination of employment.
- E. Sick leave shall be granted for purposes of personal illness only. A teacher who takes an extended sick leave of more than ten (10) consecutive working days shall have a certificate from his physician authorizing his return to work before returning to work.

#### XVI. SEVERANCE PAY

- A. Any regular teacher who retires and the estate of one who dies while employed by the Dearborn Board of Education shall be eligible for severance pay of one and one-half (1 1/2) days pay for each full year of active service in the Dearborn Public Schools. Time spent on Professional Leave and Personal Leave, Sabbatical excepted, will not be counted as active service.
- B. A retiree, in order to be eligible for severance pay, must qualify for regular and/or medical retirement under the Michigan School Employees Retirement System. Any employee who retires after age of sixty-two (62) shall also be eligible for severance pay.

#### XVII. TEACHER'S INSURANCE

##### A. Workmen's Compensation

The Board of Education shall carry Workmen's Compensation Insurance so that a teacher disabled from an injury or disease due to his employment may receive medical attention, and weekly benefits while losing pay. Such Insurance shall cover all benefits required by Michigan's Workmen's Compensation Act.

##### B. Weekly Accident and Sickness Benefits

- 1. Any regular teacher who has used all of his accumulated sick leave bank shall receive weekly accident and sickness benefits up to \$140.00 payable for as long as fifty-two (52) weeks if sickness or disease commencing during the term of the policy, prevents him from performing his usual work as



provided in Michigan Life Insurance Company "Michigan Teachers Complemental Accident and Sickness Plan". If after fifty-two (52) weeks he is totally disabled and house confined, one-half of the weekly benefit shall be payable for as long as fifty-two (52) additional weeks.

2. Any tenure teacher who has been at the college for less than five full years, and who enters the insurance phase of the sick leave benefit shall be guaranteed full net contract income for the first twenty school days of utilization of insurance benefits in case of prolonged illness.
3. Any teacher who has been at the College for five or more full years shall be guaranteed full net contract income for the first forty school days of utilization of insurance benefits in case of prolonged illness.

C. Accidental Death or Dismemberment Benefits

The Board of Education shall pay the full premium for accidental death or dismemberment benefits for each teacher if he shall sustain any of the losses listed below within fifty-two weeks after an accident:

Life . . . . .	\$5,000
Both Hands or Both Feet . . . . .	\$5,000
Sight of Both Eyes . . . . .	\$5,000
One Hand and One Foot . . . . .	\$5,000
Either Hand or Foot and Sight of One Eye . . . . .	\$5,000
A Hand, Foot or Sight of One Eye . . . . .	\$2,500
Thumb or Index Finger . . . . .	\$1,250

D. Life Insurance

The Board of Education shall provide \$7,500 term life insurance protection for each teacher with all premium cost paid by the Board. Coverage for \$5,000 is in effect from the previous contract. The additional \$2,500 will become effective on October 1, 1967.

Coverage for new teachers will become effective the first month following the beginning date of employment provided the necessary forms have been filed with the payroll department.

Such insurance shall provide for the following:

1. If the teacher becomes totally and permanently disabled before reaching age sixty-five, premium payments cease and the full amount of insurance will be paid to the beneficiary if death occurs before recovery.
2. On termination of employment by the insured teacher, the amount of his group life insurance may be converted within thirty-one days to an individual policy on any of the plans then being issued by the Insurance Company, except term Insurance. No medical examination shall be required and the premium paid will be based upon age at time of conversion.

#### E. Hospital-Surgical-Medical Benefits

1. The Board of Education shall provide coverage for hospital-surgical-medical benefits. Coverages shall be the hospital expense benefits provided for semi-private accommodations under the Comprehensive Hospital Care Certificate of Michigan Hospital Service with Master Medical and the Surgical-Medical expense benefits provided under the Employment Group Benefits Certificate of Michigan Medical Service with Master Medical and NC Rider (NC Rider to be effective October 1, 1967).
2. The Board of Education will make monthly contributions for the following month's coverage on behalf of each subscribing teacher, while he is on the payroll, toward the cost of the hospital-surgical-medical coverages described above equal to the full subscription rate or premium charge for the classification or coverage to which the employee shall have subscribed according to his marital status and number of his dependents, provided that such coverage is not in excess of the coverage described in the next paragraph.
3. The coverage for which the Board of Education will contribute under the foregoing may be, at the teacher's option, protection for (1) self only, or (2) self and family (including only spouse and eligible children nineteen years of age and under).
4. Employees may enroll under the "new hire" clause, within thirty days of the date of original employment or during the annual enrollment period specified by the carrier.
5. Employees being terminated, or on an unpaid leave of absence, have the option of applying for coverage under this policy on a direct payment basis and under the rules established by the carrier.

#### XVIII. COMPENSATION PRINCIPLES

- A. The salaries of teachers covered by this agreement are set forth in the attached Teacher Salary Schedule.
- B. On October 2 all teachers will receive a check for all days worked in September, plus Labor Day. On the fifteenth of each month, October through June, teachers will be paid on a monthly basis, with no funds withheld for summer pay. The final days on contract will not be paid until July 15.
- C. When a scheduled pay day falls within the first three days of a school vacation period or on a weekend, paychecks shall be available on the last teaching day preceding the school vacation period or weekend. During vacation periods, paychecks shall be available at the Business Office on the scheduled payroll dates.
- D. The Board shall pay on a current basis those monies earned for extra-pay for extra duties which are year-long in nature. Those

responsibilities which are not year-long shall be paid for at the end of the activity involved.

- E. The salaries of all teachers employed for the summer school session shall be paid in two installements.
- F. Salaries of all teachers, other than contract, summer school and extra-duty pay, shall be paid on scheduled pay days with the exception of the month of June when payment shall be made on the 30th of June.
- G. The Board shall make all payroll deductions as required by law and such other deductions as may be agreed to by the parties.
- H. Salary errors will be adjusted upon detection and made retroactive within legal limits.
- I. Teachers receiving advanced degrees shall be placed on the new level of the salary schedule at the beginning of the semester which follows written notification to the Personnel Office of the accomplishment of the degree. It is expected that official verification of the awarding of the degree will be forwarded to the Personnel Office within the first semester during which payment for the degree is provided.
- J. Salaries for part-time teachers not represented by the Bargaining Unit shall be set at neither a rate so low as to constitute employment competition nor so high as to constitute discrimination against teachers in the Bargaining Unit.
- K. A teacher may be given administrative approval to teach a reduced load (not less than 1/2 of the normal load) for a proportionately reduced salary if he has reached age 60 or will reach that age during the school year in which the reduced load is to be taught.

It is understood that any administrative decision under this section is not subject to the grievance procedure and that administration may terminate any privilege granted to a teacher under this section at the end of any semester or year.

No teacher shall engage in any other gainful employment of any kind while teaching a reduced load under this section.

#### XIX. EXTRA CONTRACTUAL TEACHING

- A. The standard rate of pay for extra contractual teaching shall be at 1/70 of the monthly contract salary per contact hour, except that for teaching in the regular college summer school program the rate shall be at 1/60 of the monthly contractual salary of the previous year per contact hour. Hourly pay will be rounded off to the nearest \$.25.
- B. Non-teaching extra contractual work requiring professional skill or responsibility of a recurring but occasional nature, such as night school registration advising, shall be compensated at the

rate of 1/140 of the monthly contractual salary per clock hour. Hourly pay will be rounded off to the nearest \$.25.

- C. Counselors, librarians and all other teachers whose work load is prescribed on other than a class contact hour basis who engage in their respective activities on an extra-contractual basis shall be paid at the rate of 1/140 the monthly contract salary per clock hour. (The summer session clock hour salary shall be determined on the basis of the previous college year's contract salary.) Hourly pay will be rounded off to the nearest \$.25.
- D. In respect to extra contractual teaching assignments, a regular semester load of five contact hours or a summer load of sixteen contact hours per week is considered to be a desirable professional limit in the best interest of students, the college and the faculty. Exceptions to the above may be necessary where a discrepancy between the contact hours and the credit hours exists. Such exceptions should be initiated by the administration after consultation with the division and/or Department involved.

#### XX. CREDIT FOR PREVIOUS EXPERIENCES

- A. Experienced teachers employed at the college by the Board of Education, beginning with those initially employed for the 1967-68 school year and thereafter, shall be given credit for all full-time teaching experience up to six years, provided that there is no retroactive effect of this provision. Teachers transferring to the college from within the district will be given credit for all full-time teaching experience credited in the district. Part-time teaching experience may be provided credit on an adjusted, pro-rated basis rounded off to the nearest full semester.
- B. Teachers who have served in the armed forces of the United States shall be given experience credit of one-half year for each year of military service up to four years of such military service.
- C. New teachers with work experience directly pertaining to their teaching assignment shall be given credit for each full year of work experience (meaning at least 11 consecutive months of full time employment with a given employer) up to a maximum of five years of work experience. This credit shall be given at the rate of one (1) increment for each such year of experience creditable.

Experience necessary for the achievement of Vocational Certification shall not be considered as creditable in terms of this provision in any instance where Vocational Certification is accepted in lieu of a Master's degree for salary determination purposes.

Retroactivity in respect to this provision may be applied in the instance of any presently employed teacher below Step 7 for the 1967-68 school year.

Application for such credit must be made through channels not later than November 1 or two months after initial employment, whichever is later.

It shall be the responsibility of the Dean responsible for the program into which the new teacher is to be introduced to justify to the Director of Personnel the pertinence of the work experience for which credit is proposed.

- D. Total credit for all previous experience in whatever combination shall not exceed six full increments.

XXI. H.F.C.C. TEACHER SALARY SCHEDULE, 1967-68

Step	Less Than Master's	Master's Degree	Master's Degree + 30	Doctorate
1	\$ 6,500	\$ 7,000	\$ 7,350	\$ 7,800
2	6,875	7,375	7,725	8,175
3	7,250	7,750	8,100	8,550
4	7,625	8,125	8,475	8,925
5	8,000	8,500	8,850	9,300
6	8,375	8,875	9,225	9,675
7	8,750	9,250	9,600	10,050
8	9,150	9,650	10,000	10,450
9	9,550	10,050	10,400	10,850
10	9,950	10,450	10,800	11,250
11	10,150	10,850	11,200	11,650
12		11,250	11,600	12,050
13		11,750	12,000	12,450
14				12,850

Payment for full-time contractual R.T.I. teachers will be determined on the basis of the above schedule for work performed on and after July 1, 1967.

XXII. LONGEVITY

Teachers will be paid an additional \$200 per year after 20 years of full-time instructional service in the Dearborn system, and an additional \$200 per year, (for a total of \$400 per year) beginning with the 25th year of such service.

XXIII. EXTRA COMPENSATION

Extra compensation shall be paid for the following assignments that are beyond the regular teaching load and/or day:

Cross Country	\$ 475	Golf	\$ 375
Basketball	925	Debate	925
Swimming	925	Newspaper	1,200
Baseball	475	Dramatics	800
Track	475	Student Congress	600
Tennis	475		

Intramurals		Cultural Activities	\$1,600
Boys	\$ 600	Cheerleading	350
Girls	600	Staff Sponsor of	
Athletic Director	700	School Dances	700
Faculty Manager	700		

Extra compensation paid during the school year to any one person for any of the above shall not exceed \$1,650. Compensation for newly established assignments shall be determined by discussion and agreement with the Union.

#### XXIV. WAIVER OF BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### XXV. CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Union, and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

#### XXVI. MATTERS CONTRARY TO AGREEMENT

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established personnel policies of the Board affecting teachers.



## XXVII. DURATION

This Agreement shall be effective on September 22, 1967, and shall continue in full force and effect until June 30, 1968. At any time subsequent to February 1, 1968, either party may give written notice to the other of its desire to negotiate a new agreement for the following year, and meetings between the parties for that purpose shall begin not later than twenty days after delivery of such written notification; provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Board to commit an unfair labor practice or otherwise violate the law by any improper recognition of or support or assistance to the Union. In connection with final settlement of negotiations on the 1967-68 Dearborn Board of Education - HFCCFT Contract, it is understood and agreed:

1. The attached calendar shall be the official college calendar for 1967-68.
2. Teachers will not be demoted, discharged or otherwise disciplined because of their failure to report to work on September 5 - 21, 1967, inclusive.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this 23rd day of October, 1967.

FOR THE BOARD

FOR THE UNION

(Signed)

(Signed)

Frank S. Gallagher, President  
Charles R. Rapp, Secretary  
Roy Cole, Superintendent

Harrison Welsh, President  
Robert Harrison  
John Dunn  
Norbert Yager  
Lawrence Maas

## EXHIBIT A - FALL SEMESTER, 1967, HFCC CALENDAR

<u>Date</u>	<u>Day</u>	<u>Schedule</u>
Sept. 22	Fri.	Teachers Report - Departments and Divisions
Sept. 23	Sat.	Faculty Meeting in A.M. - Department and Division Meetings in P.M.
Sept. 25	Mon.	Enrollment Preparation in A.M., Department and Division Meetings in P.M., Ford Motor Company enrollment 5:00 - 9:00 p.m.
Sept. 26-29	Tues.-Fri.	Regular College enrollment - day and night
Oct. 2	Mon.	Classes begin
Nov. 22	Wed.	Mid-Semester - Following evening school, classes end
Nov. 23	Thurs.	Thanksgiving Day
Nov. 24	Fri.	All classes resume
Dec. 22	Fri.	Classes end at noon for Christmas recess
Dec. 25-Jan. 1	Mon.-Mon.	Christmas recess

<u>Date</u>	<u>Day</u>	<u>Schedule</u>
Jan. 2	Tues.	Classes resume
Jan. 23	Tues.	Classes end
Jan. 24	Wed.	Examination preparation day
Jan. 25-Feb. 1	Thurs.-Thurs.	Examination period
Feb. 2	Fri.	Examination grading and final grades
Feb. 3	Sat.	Examination grading and final grades due at 4:00 p.m.
Feb. 5-9	Mon.-Fri.	Meetings, Preparation, etc.
Feb. 9	Fri.	Ford Motor Company enrollment 5:00 - 9:00 p.m.
Feb. 12-15	Mon.-Thurs.	Regular College enrollment, day and night
Feb. 16	Fri.	Preparation and meetings
Feb. 19	Mon.	All classes begin
April 10	Wed.	Mid-Semester
April 12	Fri.	Classes end at noon (Good Friday)
April 15-19	Mon.-Fri.	Easter Vacation
April 22	Mon.	Classes resume
May 30	Thurs.	Memorial Day
May 31	Fri.	Classes resume
June 10	Mon.	Day classes end
June 11	Tues.	Evening classes end
June 12	Wed.	Examination preparation day
June 13-20	Thurs.-Thurs.	Examination period
June 21	Fri.	Examination grading
June 22	Sat.	Examination grading and final grades due at 4:00 p.m.
June 24-26	Mon.-Wed.	Meetings, graduation, Summer School enrollment
June 27-28	Thurs.-Fri.	Vacation
SUMMER SESSION, 1968		
July 1	Mon.	Summer School classes begin

## EXHIBIT B - R.T.I. CALENDAR, 1967-68

July 3	Mon.	First Quarter begins
Aug. 11	Fri.	First Quarter ends
Sept. 22	Fri.	Faculty reports
Sept. 23	Sat.	Faculty meetings
Sept. 25-29	Mon.-Fri.	Registration for Second Quarter
Sept. 30	Sat.	Faculty Workshop
Oct. 2	Mon.	Classes begin for Second Quarter
Nov. 23	Thurs.	Thanksgiving holiday
Nov. 24	Fri.	Classes resume
Dec. 22	Fri.	Classes end Second Quarter
Dec. 26-29	Tues.-Fri.	Registration and Workshop for Tri-Mester
Dec. 30	Sat.	Tri-Mester Workshop
Jan. 1, 1968	Mon.	New Year's holiday
Jan. 2	Tues.	Classes begin for Third Quarter
Feb. 3	Sat.	Tri-Mester Workshop
Feb. 10	Sat.	Tri-Mester Workshop
Feb. 17	Sat.	Tri-Mester Workshop
Feb. 24	Sat.	Tri-Mester Workshop

<u>Date</u>	<u>Day</u>	<u>Schedule</u>
March 22	Fri.	Classes end Third Quarter
March 25-29	Mon.-Fri.	Registration and Tri-Mester Workshop
April 1	Mon.	Classes begin for Fourth Quarter
April 15-19	Mon.-Fri.	Easter Recess
May 30	Thurs.	Memorial Day holiday
May 31	Fri.	Classes resume
June 24-28	Mon.-Fri.	Examinations and Registration
June 28	Fri.	Classes end Fourth Quarter

October 19, 1967

Mr. Harrison E. Welsh, President  
 American Federation of Teachers, Local 1650  
 Henry Ford Community College  
 5101 Evergreen  
 Dearborn, Michigan

Dear Mr. Welsh:

This letter will reaffirm the policy of the Board of Education that marital status, age, race, creed or national origin shall not be made a condition of employment in the Dearborn school system.

It is understood between us that this letter will be printed as a matter of information in the booklet containing the collective bargaining contract, but does not constitute a part of such contract.

Sincerely yours,

(Signed)

Roy Cole  
 Superintendent

RC/ab