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Aug 15, 1974

AGREEMENT

1973-1974

BETWEEN THE

KELLOGG COMMUNITY COLLEGE

BOARD OF TRUSTEES

AND THE

KELLOGG FACULTY ASSOCIATION

FOR THE ACADEMIC YEAR 1973-1974

*Kellogg Community College
450 North Ave.
Battle Creek 49016*

Kellogg Community College



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AGREEMENT

THIS AGREEMENT entered into this 21st day of August, 1973, by and between the BOARD OF TRUSTEES OF KELLOGG COMMUNITY COLLEGE, Battle Creek, Michigan, hereinafter referred to as the "Board," and the KELLOGG FACULTY ASSOCIATION, hereinafter referred to as the "Association."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing quality higher education for the people of this area is their mutual aim and that the character of such education depends predominately upon the quality and morale of the College professional personnel, and

WHEREAS, the members of the faculty are particularly qualified to advise the Board and therefore may be utilized at the Board's discretion in the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the parties following extended and deliberate professional negotiations have reached certain understandings which they desire to confirm in this agreement, in consideration of the following mutual covenants, it is hereby agreed as follows:

Article I

RECOGNITION

Section 1: The Board hereby recognizes the Association as the exclusive negotiating representative for all personnel in the bargaining unit which is defined as all teaching faculty under contract, including librarians, assistant librarians, audio-visual coordinator, and counselors, but excluding those members of the teaching faculty who are not under contract and excluding those teaching faculty whose teaching load during the academic year is less than one-third (1/3) of the full-time teaching load, the Coordinator of Cultural Activities, the Director of Publications, administrative and clerical personnel, department chairmen and supervisors within the meaning of the Act.

Section 2: The term "faculty" and "instructor" when used hereinafter in this agreement shall refer to all professional employees represented by the Association in the bargaining unit as designated in Article I, Section 1 of this agreement.

Section 3: The Board agrees not to negotiate with any faculty organization other than the Association for the duration of this agreement.

Section 4: In the event the Board creates a new professional position, the College President shall inform the President of the Association of the new position at least five working days prior to the posting or public announcement. A copy of the proposed posting and a complete job description will be included in the information.

Article II

RIGHTS OF THE BOARD

Section 1: The Board of Trustees reserves and retains the responsibility and authority to manage, supervise, and direct, in behalf of the public, all operations and activities of the College to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this agreement.

Article III

FACULTY'S RIGHTS

Section 1: Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every professional employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any instructor in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any instructor with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceedings under this agreement.

Section 2: Nothing contained herein shall be construed to deny or restrict to any instructor rights he may have under the Michigan General School Laws or other applicable laws and regulations.

Section 3: The Association shall have the right to use appropriate space in the College buildings for meetings of its membership provided at least twenty-four (24) hours advance notice of such desire is given to the Board. In case of emergency, the time limitation may be suspended by mutual agreement. If the space requested previously has been reserved for some other use, the Board will attempt to provide alternative space. Any custodial, maintenance or operating overtime pay incurred by reason of such usage shall be paid by the Association. It is expressly understood and agreed that the permission to use space in a College building for such meetings, conferred herein, does not authorize the Association or any faculty member to disregard teaching responsibilities in order to attend such meeting or meetings.

Section 4: The Association shall be permitted to transact official Association business on College property at reasonable times, provided that this shall not interfere with or interrupt College operations or personnel carrying out responsibilities of the College.

Section 5: The Association shall have the right to use equipment such as typewriters, duplicating machines, calculating machines and audio-visual equipment at reasonable times when such equipment is not in use. The Association will request such use and shall pay for cost of all materials and supplies incident to such use.

Section 6: The Association shall have the right to post notices concerning its business and activities in the staff lounge. Also, the Association shall have the right, upon mutual agreement, to post said notices on existing or future bulletin boards in faculty office areas. The Association may use the College mail service, provided any cost incurred shall be paid by the Association. It shall also have the right to use the instructors' mail boxes for communications to instructors.

Section 7: The Board agrees to furnish to the Association, in response to reasonable requests from time to time, available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the faculty and their students, together with information which may be necessary for the Association to process any grievance or complaint. This shall not be construed as allowing examination of personal files by the Association without the consent of the involved faculty member. It is understood that this commitment on the part of the Board shall not be construed to make it necessary to compile information in any other form than that in which it is already completed unless mutually agreed otherwise.

Section 8: Instructors shall be entitled to full rights of citizenship and no religious or political activities of any instructor or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such instructor. The private and personal life of any instructor is not within the appropriate concern, purview or

attention of the Board unless it becomes demonstratively detrimental to the student, to the instructor's effectiveness or to the standing of the College in the community.

Section 9: The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex or marital status (meaning only whether a person is single, married, widowed or divorced).

Section 10: Membership in the Association shall be open to all instructors regardless of race, creed, sex, marital status or national origin.

Section 11: Any individual faculty member and/or Association representative shall be entitled to request an appearance on the agenda of all Board meetings provided a written notification of the desire to so appear, together with notification of the nature of the subject to be presented to the Board, is submitted to the President's office on or before the Thursday prior to the regularly scheduled Board meeting.

Section 12: It is understood that the Board agenda is of a tentative nature and is subject to change or alteration prior to the Board meetings for which they are prepared. A copy of the tentative agenda for all regular Board meetings will be made available to the Association at the time the same is made available to the Board members and the Board will make reasonable efforts to advise the Association of items that are added thereto between the date of issuance and the date of such regular meetings.

Section 13: Each faculty member shall have the right, upon request, to review the contents of his own personnel file in the presence of the administrator responsible for the safe-keeping of such file. A representative of the Association may, at the faculty member's request, accompany the faculty member in such review. Confidential credentials of related personal references sought at the time of employment at this institution are specifically exempted from such review. The administrator will remove said confidential reports from the file prior to the review of the file by faculty member.

- (a) The faculty member shall have the opportunity, while examining the files as above provided, to acknowledge that he has read such materials in his file by affixing his signature on the actual copy filed with the understanding that such signature merely signifies that he has read the material filed and does not necessarily mean that he agrees with its contents.
- (b) The faculty member shall have the right to answer any material which he has the right to view hereunder and, if he does, such answer shall be attached to the file copy.
- (c) The faculty member shall be permitted to reproduce or copy any material in his file which he is permitted to examine.
- (d) Material from non-professional sources shall be removed upon the faculty member's request from the faculty member's personal file after three (3) years.

- (e) There shall be only one set of personnel files. If the tenure statement is kept, it will become part of the personnel files.

Section 14: It is assumed that each new faculty member is already competent in his field or has the ability to become competent, thus the emphasis by the Board, through the administration, shall be on helping him improve. Because the primary purpose of evaluation is the improvement of instruction and student personnel services, its use in deciding whether to retain or release a member of the faculty shall not be considered until after careful and dedicated effort by the Board, through the administration, to assist him has shown that the faculty member is not improving or is improving so slowly that it is doubtful whether he can gain the competency necessary for tenure.

- (a) The Board, through the administration, shall attempt to have a conference with the probationary faculty member at least once every two (2) months to discuss the overall evaluation of the said probationary faculty member.
- (b) Also, the probationary faculty member shall be evaluated by classroom visitation at least once each semester. It would be desirable to hold the evaluation throughout the probationary period within forty-five (45) class days of the beginning of the semester. The final evaluation shall take place as soon as desirable during the final probationary semester. A personal interview with the probationary faculty member shall be held within seven (7) days of such classroom visitation.

- (c) A written copy of any evaluation shall be submitted to the faculty member at the time of a personal interview and the faculty member shall have the opportunity to review, discuss and retain a copy of the evaluation report. The faculty member shall have the right to answer in writing and have attached to the report any comments concerning the evaluation report. The above-mentioned evaluation report will be in writing, listing the strengths and deficiencies and will attempt to give a definite recommended program of improvement. The Board agrees to maintain the evaluation reports of the probationary teachers in one file.

- (d) The Board and the Association will cooperate in an attempt to improve the probationary evaluation procedures.

Section 15: A complaint regarding a faculty member will not be reduced to writing until a conference with the faculty member is held. In the event the complaint is reduced to writing, and is to become a part of the personnel file, the faculty member will be furnished a copy of the letter being placed in his personnel file.

Section 16: When the President or his representative arranges an interview with a faculty member for the purpose of reprimand or disciplinary action, the President, his representative and/or the faculty member shall have the right to request a representative of the Association to be present.

Article IV

DEDUCTIONS FOR PROFESSIONAL DUES

Section 1: Instructors may at any time sign and deliver to the Board (Business Office) an assignment authorizing deduction of membership dues (including the National Faculty Association and the Michigan Association for Higher Education). Such authorization shall continue in effect until such authorization is formally revoked in writing by the instructor and copies thereof delivered to the Association and Board between June 1 and September 1 of a given year.

Section 2: The deduction of membership dues shall be made bi-weekly from regular check payment in nineteen (19) deductions, beginning in September and ending in May of each academic year. In the case in which there are less than nineteen (19) pay periods, the additional deductions shall be taken in the last regular check payment. The Board agrees promptly to remit all monies so deducted according to directions of the Association accompanied by a list of instructors from whom deductions have been made.

Article V

CONDITIONS OF EMPLOYMENT

Section 1: Preferred minimum educational requirements for faculty members shall be a Master's Degree in the subject matter, or its equivalent, directly relating to the teaching job or areas of assignment being filled.

Section 2: The full-time teaching load for a faculty member during the academic year shall be considered to consist of

fifteen (15) contact hours per week except as provided below. Teachers instructing classes which have a semester hour, class hour ratio of one (1) to one (1) will be scheduled for fourteen (14) to sixteen (16) class contact hours per week. Teachers of laboratory-lecture or lecture-activity combinations or pure activity courses will be scheduled for fifteen (15) to eighteen (18) contact hours per week.

Faculty members in the Health Technology programs will be scheduled up to a maximum of forty (40) contact hours per year and the maximum number of contact hours per semester will not exceed twenty-two (22) contact hours. The Board reserves the right to reduce the teaching load of those Health Technology faculty designated by the Board as coordinators and/or program planners. The full time load for other than teaching faculty shall be forty (40) hours per week.

A contact hour is defined as a fifty (50) minute classroom session, inclusive of laboratory periods.

Section 3: Any instructor overload shall be voluntary. Any accepted overload shall be compensated according to the overload rate given in Appendix A and shall be paid in regular pay checks over the registration period.

Section 4: The academic calendar year is shown in Appendix C. The academic week shall be defined as Monday through Friday. Saturday classes shall be on a voluntary overload basis, except for faculty members employed to teach during the afternoon, evening, and Saturday. Classes are offered throughout the academic day from 8:00 a.m. to 10:00 p.m. and on Saturdays.

Section 5:

- (a) During the standard academic year (the Fall and Spring semesters from Appendix C), faculty mem-

bers will normally be scheduled for classes between the hours of 8:00 a.m. through 5:00 p.m., Monday through Friday. If day class enrollments, program requirements, and teaching assignments are insufficient for normal scheduling a faculty member may be assigned one (1) evening or Saturday course as part of his full-time teaching load during any standard academic year. The Department Chairman in cooperation with his departmental members, will make an effort to give equitable distributions of any such assignments.

- (b) The Board may hire faculty members who will be assigned during the standard academic year from 12:00 noon through 10:00 p.m. and on Saturdays.
- (c) It is not the intent of this section to prohibit present full-time faculty members from accepting overloads, nor does it preclude a faculty member from volunteering to teach outside of his normal day, week, or year.

Section 6: The number of students assigned to classes shall be limited by existing practices. Normally expected class size may be waived by administrative action, in consultation with the teacher, dean and/or department chairman involved.

Section 7: An instructor shall normally be assigned no more than three (3) separate preparations per registration period unless deemed necessary by the administration to meet the needs of the students and/or insure a balanced departmental offering.

It is understood that class assignments must be made according to the needs of the students. Department chairmen

will endeavor to work out mutually satisfactory schedules for teachers and classes with their respective faculty members. If schedules satisfactory to the needs of the students cannot be arrived at in this manner, the administration will make the final decision, giving appropriate consideration, insofar as is practicable, to the recommendation of the faculty members and the department chairman.

Section 8: All members of the teaching faculty are expected to be available during the college day for consultation with students. Therefore, time shall be set aside during the college day for such consultation. Instructors shall post the following office hours on their office doors during the college week in which they have no scheduled classes.

1. Health Technology instructors - - four and one half (4½) hours per week.
2. All other instructors, seven and one-half (7½) hours per week.

The student shall make appointments with the instructor. If no student makes an appointment during the first twenty-five (25) minutes of a posted office conference hour, the instructor shall be free to use the remainder of the time at his option on campus.

Section 9: The college policy requires that each recognized "chartered" student group have an advisor. Faculty members are encouraged to serve as advisors to those groups whose purposes are related to their interest and background.

Section 10: Instructor attendance at all College sponsored extra-curricular functions and activities shall be voluntary

except when an instructor has previously accepted a specific assignment. Instructors attending those functions for which academic attire (caps and gowns) are required, shall have said attire furnished by the College.

Section 11: The Board shall provide each faculty member with office space and equipment such as a desk, chair, side chair, filing cabinet and bookcase for effective instructional preparation and function. The faculty member shall make reasonable effort to keep the equipment thus furnished in good condition. Typewriters will be available at an average minimum ratio of one (1) typewriter for each four (4) faculty members.

Section 12: Student secretary-receptionists will be assigned to each faculty office area for seven hours daily when the College is in session. It is recognized that student secretary absenteeism, due to illness and/or other emergencies is beyond the control of the Board and the Association.

Section 13: The Board shall continue to provide existing parking facilities that are exclusively for faculty use at no charge. The Board may require parking decals for each faculty car but shall furnish decals at no cost. Copies of the parking regulations shall be distributed to the faculty.

Section 14: Notice of any professional position shall be posted on the faculty bulletin board in the staff lounge and shall be given to the Association president for distribution of the information to the faculty at the same time the request is circulated to placement agencies. In the event the opening arises during the summer season, the Association president will be notified at the same time the request is circulated to placement agencies. Faculty members shall have five (5) days after posting or notification to the Association

president to apply provided time permits. In filling such vacancies within a department, the administration may request, at its option, a collective recommendation of the faculty as to the filling of the vacancies. All applicants for faculty positions from this College for such openings shall be notified of the disposition of their applications prior to the formal publication of the name of the successful applicant. If, among those applying for a faculty vacancy, the qualifications of two (2) or more applicants (external or internal) are relatively equal, preferential consideration will be given to the present teaching faculty members possessing such qualifications on the basis of relative length of service. The administration shall make the sole decision as to which applicant is best qualified for the position. Then present faculty members who are denied teaching transfers hereunder will be so advised in writing.

Section 15: Under no circumstances should an instructor be assigned in an area in which he has no formal preparation. In occupational curriculums, formal preparation may also involve trade school and related work experience.

Section 16: Any faculty member who assumes administrative duties and subsequently returns to instructor status resumes all rights and privileges that he would have had if he had continued in faculty status without interruption.

Section 17: Each faculty member shall be entitled to academic freedom of discussion within the classroom as long as the discussion is pertinent to the subject under study within the area of his professional competency. When a faculty member speaks, writes or endorses products or candidates as a citizen, he is obligated to make certain that such endorsements or statements imply no endorsement by the College.

Section 18: Any full-time faculty member who is assigned duties in more than one (1) department shall have full voting rights in all departments in which he is assigned.

Section 19: It is understood and agreed that any new policies and/or regulations relating to salaries, hours and conditions of employment shall be subject to good faith negotiations between the Board and the Association. It is understood and agreed by the Association that, in the interest of meeting unforeseen situations and still maintaining the continuity of the operations of the Board and its faculty, it may be necessary for the Board to implement such new policies and/or regulations prior to an opportunity to negotiate with the Association with respect to such matters. Such implementation is mutually understood to be only for the period of such emergency and, in such event, it is agreed that the parties hereto shall, as soon as is practicable, but within thirty (30) calendar dates thereafter, enter into negotiations concerning such changes.

Section 20: If any faculty member perceives any obviously unsafe or hazardous condition that endangers the health and safety of themselves and their students, they shall notify their departmental chairman in writing.

- (a) In case of injuries or emergency health conditions of students or faculty, the switchboard shall be called.
- (b) The College switchboard shall be in operation during the time of normally scheduled day and evening classes. Trunk lines will be set for incoming and outgoing calls in any building on campus when scheduled activities are taking place when the switchboard is not in operation.

Section 21: Registration activities are a necessary prelude to the instructional function of the College and shall be considered an integral part of the faculty responsibilities. These duties shall constitute student advising, counseling, class card distribution and other designated professional activities.

Section 22: The academic calendar year shall be developed cooperatively by the Board and the Association, and it will be Appendix C to this Agreement.

- (a) Health Technology faculty needed to teach in addition to the standard academic year will teach under an academic year contract with an addendum paying them on a daily pro-rated basis for the number of instructional days required in the program.
- (b) Faculty teaching a non-standard academic year (number of approved contractual days) in Health Technology programs will be given an academic year contract with benefits as described in the master agreement.
- (c) Those Health Technology faculty not teaching the full number of days in the academic year calendar will have fringe benefits pro-rated except the insurance programs which will be provided in full. Health Technology faculty teaching only one full semester per calendar year will receive benefits pro-rated to one-half year.
- (d) Future programs approved by the Board which necessitate the hiring of faculty on a non-standard academic year contract will be discussed with the Association.

Section 23:

- (a) In the event of an enrollment decrease, or a decline in credit hours generated within an area(s) of responsibility, or a program change which affects an area(s) of responsibility, or a change in financial conditions, the Board may find it necessary to adjust assignments and decrease staffing.

The Board may cause the appropriate and necessary number of faculty to be placed on unpaid leave of absence. Within any area of responsibility in which a reduction is necessary, the following order will be used:

- (1) Part-time personnel in inverse order of length of service at Kellogg Community College.
- (2) Probationary faculty in inverse order of length of service at Kellogg Community College.
- (3) Tenured faculty in inverse order of length of service at Kellogg Community College.

Any faculty member who has been reduced under the procedures above may exercise his institutional seniority rights (i.e., his length of service at Kellogg Community College) by displacing a faculty member within the affected department who has less institutional seniority, provided the more senior member is qualified for the position.

- (b) A faculty member placed on unpaid leave of absence shall be appointed to the first vacancy, in his

former area of responsibility, according to his continuous length of service with the College. A faculty member may be considered for a vacancy in another area if the Board determines him qualified.

- (1) If a tenure and a non-tenure instructor are equally qualified for a vacancy, the tenure instructor shall be given preference.
- (2) Such reappointment shall not result in loss of status or credit for previous years of experience.
- (3) If a full-time position is not feasible, the Board will give the member designated for unpaid leave the opportunity to accept available part-time assignments for which he may be qualified. Remuneration would be determined on a pro rata basis. Fringe benefits will be provided on a pro-rata basis for those employed half-time or more.

Article VI

LEAVES OF ABSENCE

Section 1: All regular, full-time faculty members shall be allowed a total of twelve (12) days of absence each school year without loss of salary in case of personal illness or quarantine or the serious illness of their then-current spouse or child living in the same household. At the end of each academic year, any unused portion of the twelve (12) days leave shall accumulate for the usage for the above-enumera-

ted reasons in future years. The maximum amount permitted to accumulate in this manner shall be two hundred twelve (212) days.

- (a) A faculty member who is absent due to illness at the time school opens in the fall or at the time his contract begins may have up to twelve (12) days of paid sick leave included in the first regular pay check he receives after he reports for work. A faculty member who has a contract but never reports for work shall receive no sick leave pay.
- (b) A faculty member who is necessarily absent due to an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the employer the difference between what he would have received in regular salary for the duration of such necessary absence, but not to exceed ten (10) months with no subtractions from sick leave if said employee was either on a twelve (12) month contract or had a letter of appointment for a twelve (12) month period of time.
- (c) The sick leave accumulated by each instructor prior to this agreement shall be credited to the reserve of each instructor under this agreement.

Section 2: Leave not to exceed three (3) calendar days with pay will be allowed for each death in the immediate family or household. Family is defined as meaning father, mother, parents-in-law, sibling, siblings-in-law, step-children, adopted children, child or then-current spouse. One (1) calendar day with pay shall be allowed for the death of an aunt, uncle, grandparent, grandchild, niece or nephew.

- (a) In case of unusual circumstances, faculty members may request from the President or his designee additional leave.
- (b) Such bereavement shall not be counted against sick leave.

Section 3: In case of illness of a member of the faculty member's household, such leave will be granted with pay to be deducted from sick leave.

Section 4: From one (1) to four (4) days per year may be used for business or legal transactions, counseling or diagnostic services, or personal circumstances that cannot be attended to outside the normal working day. The request must be made on the proper form and be submitted to the Business Manager at least two (2) days in advance of the date the leave is to be used. A verbal request will be considered if the emergency is of a nature to make the advance request impossible, but must be reduced in writing upon return to work. If the above-requested days are disallowed, the individual may elect to utilize them without pay.

Section 5: A faculty member who is summoned shall be excused from work for jury service or if he is subpoenaed as a witness by anyone empowered by law to compel attendance by subpoena. Such faculty member shall be paid the difference between his regular pay and the fee he receives for acting as a juror or witness. Such leave shall not be deducted from any other leave covered in this agreement. The Board reserves the right to request the Court to excuse the faculty member from jury duty when his absence works a hardship on the College.

Section 6: A full-time, permanent faculty member who has completed six (6) consecutive years of teaching in the College may be granted a sabbatical leave of absence for one (1) semester for the purpose of travel or study in pursuit of wider knowledge and greater skills in his teaching position. The faculty member shall be paid one-half (1/2) of what he normally would have received as base salary during the period he is on leave, provided he signs an agreement to return to the College at the beginning of the next semester and to remain for at least one (1) full year or refund the salary while on such leave. No more than three (3) faculty members may be granted such leave in any one (1) school year. Faculty members desiring a sabbatical leave must make application therefore at least three (3) months prior to the close of the preceding academic year. Teachers desiring to extend their sabbatical leave for a second semester may make such requests to the President of the College at least three (3) months in advance of the anticipated start of the desired second semester of leave. Special consideration may be given for unusual circumstances that prevent application before deadline date.

Section 7: Upon approval by the administration, a faculty member shall be released without loss of pay to provide a reasonable representation at appropriate educational meetings and educational conferences depending upon the distance. A travel and conference allowance for the faculty will be established in the College budget for this purpose per present policy. The above allowance in the amount of \$55 times the number of full time faculty will be allocated, distributed and managed as per past practice.

Section 8: A leave of absence of one (1) year may be granted to any faculty member who is on tenure, upon application, for the purpose of advanced study. The Board may extend such leave an additional one (1) year upon request. Upon return from such a leave, a faculty member shall be placed at the position on the salary schedule that he would have been placed had he taught in the College during such period.

Section 9: Upon application for exchange teacher positions under either national or international programs, leave may be granted to tenure faculty members. Any faculty member granted an exchange leave shall be compensated on the basis of said faculty member's regular salary status. Any period served as an exchange teacher shall be considered as time taught with the College for the purpose of the salary schedule.

Section 10: A military leave of absence shall be granted to any faculty member who shall be inducted or who shall enlist for one (1) enlistment period for military duty in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces. Upon return from such leave, in accordance with the requirements of such applicable law for the retention of re-employment rights, a faculty member shall be placed at the same position on the salary schedule that he would have been had he taught in the College during such period. Sick leave credits may accumulate during the period of such absence to a maximum of twenty (20) days. In keeping with current practice, short-term military leaves shall be paid by

the Board with the Board making up the difference between the contractual salary of that leave period and the salary paid by the Government for military services.

- (a) In cases where the faculty member has a choice of time of duty, the faculty member shall discuss the matter with the administration and attempt to choose the period that least interrupts his College responsibilities.

Section 11: A leave of absence of up to one (1) year shall be granted to any faculty member upon application for the purpose of serving as an officer of any professional association or on its staff. The Board may extend such leave beyond the one (1) year limit if it so desires. Upon return from such leave, such faculty members shall be placed at the same position on the salary schedule that they would have been had they taught in the College during such period.

Section 12: The Board shall grant a leave of absence without pay (or increment) of not less than one (1) semester nor more than one (1) year to any faculty member with three (3) or more years of continuous service with the College to campaign personally for or serve in a public office. If elected to the State Legislature or to Congress, the faculty member may request an extension of the leave of absence.

Section 13: A maternity leave shall be granted upon request with as much advance notice as practicable. The employer deserves the right to request a physicians certification that the employee is physically capable of performing the duties to which the employee is assigned until the time of leave and upon return from leave. Such leave shall be granted

without pay or increment for a period not to exceed two (2) semesters beyond the date on which the leave became effective. Upon request, the Board may extend such leave. All or any portion of a maternity leave may, at the faculty member's option, be charged to her available sick leave.

Section 14: Leaves of absence without pay not to exceed two (2) years duration, will be granted to faculty members who join the Peace Corps, Vista or Teacher Corps as full-time participants in such programs provided notification to the President of intent to apply for such leave is made by April 1 for the ensuing academic year. Any period so served shall be treated as time taught for the purpose of the salary schedule.

Section 15: Any faculty member may make application for up to a year's leave of absence without pay necessitated by the faculty member's extended illness. Such leave may be extended at the end of the year. After an extended illness, the Board may request that the faculty member present a statement from a physician certifying the faculty member's physical fitness for return to work.

Section 16: A faculty member on unpaid leave shall retain all credit toward sabbatical leave, but shall not accrue additional credits toward sabbatical leave while on such leave.

Section 17: Faculty members with paid leave will be given all fringe benefits. Faculty members with unpaid leave will have group life insurance coverage continued based upon the faculty member's last annual salary with the premium paid by the Board for at least one year. Faculty members with unpaid leaves may maintain other fringe benefits at their own cost.

Section 18: Reasonable efforts will be made upon return from a leave of absence to assign the faculty members to the same or a comparable position.

Section 19: Faculty members on unpaid leave will not gain increments in the salary schedule unless specified in said leave policy.

Section 20: Two (2) days leave per year with pay shall be available to the Association for use by faculty who are officers or representatives of the Association. Notification of use shall be submitted in writing one week in advance of the leave. As in past practice, the Board may request a follow-up report of the activity.

Article VII

PROFESSIONAL IMPROVEMENT

Section 1: Faculty members are eligible to apply for grants toward cost of tuition under any fund the Board administers for this purpose. The Association is also to have a representative on the committee that recommends to the Board the recipient of such grants.

Section 2: Faculty members are to be granted tuition-free entrance for credit to any Kellogg Community College sponsored class they desire so long as there is no conflict with their own assignment.

Section 3: Faculty members' present spouses and dependent children are to be granted tuition-free entrance to any Kellogg Community College sponsored class. Standard registration procedures are to be followed.

Article VIII

INSURANCE

Section 1: A group life insurance policy shall be furnished each permanent faculty member with a face value equal to one and one half (1.5) the faculty member's annual base salary rounded to next highest \$100 (unless already a multiple of \$100). The Board will pay the premium for such coverage. Such policy shall provide double the above-recited benefits in case of accidental death and triple the benefits in case of death resulting from an injury incurred while a passenger on a commercial carrier.

- (a) Upon being hired, a faculty member shall be permitted to purchase supplementary life insurance under the master policy. See Appendix E for the amount of coverage which may be purchased and the rates which apply.
- (b) At time of retirement or resignation, the employee may convert this group life insurance policy to any standard policy written by the insurance company for the age bracket involved at regular premium rates to be paid by the employee.

Section 2: The Board agrees to provide for the duration of the agreement Blue Cross-Blue Shield with Master Medical Group Plan as stipulated in the Letter of Understanding and agrees to pay the subscription rate therefore for each full-time permanent faculty member, or for each part-time permanent faculty member teaching over half-time in his area, and his dependent coverage for immediate family (husband or wife and children up to the age of 18) from the date

of enrollment. It shall be the responsibility of the faculty member to comply with the enrollment dates established by the company and inform the Board with appropriate forms of any changes in his status that will affect his insurance status.

The Blue Cross-Blue Shield coverage shall be for a full twelve months and shall be effective for the life of this agreement or through the last month of active employment for faculty terminating prior to the end of the contract year. Upon retirement, a faculty member shall have the right to transfer into the retired teacher group and participate in the coverage provided thereunder, provided the retiree makes arrangements to pay the full premium or subscription rate for such coverage.

Section 3: The Board shall provide each faculty member with comprehensive public liability insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for each occurrence or accident. Coverage shall be sufficiently broad to protect faculty members involved in extra-curricular activities carried on directly or indirectly under the auspices of the Board or its representatives and shall include protection against risk or injury from unusual hazards.

Section 4: The Board will provide and pay the premiums for a Long-Term Disability Plan to include:

- (a) Sixty percent of monthly earnings to a maximum of One Thousand Five Hundred Dollars (\$1,500) per month.
- (b) Ninety-day waiting period for benefits.
- (c) Coverage not to exceed age 65.

Article IX

RETIREMENT

Section 1: The Board agrees, during the life of this agreement, to continue the present Retirement Program and Tax Sheltered Annuity Plan on the same conditions as prevailed prior to the execution of this agreement.

Section 2: Upon retirement, under the provisions of the State Retirement Act, full-time faculty who are eligible to begin drawing annuity immediately and choose to do so shall be paid at their last annual rate based upon a two hundred (200) day year for an accumulated sick leave up to ninety (90) days. If at a later date, the employees shall, for any reason, return for employment in the District, the Board will not be responsible for these benefits a second time. The faculty member must have been an employee of the school district for a period of ten (10) years to be eligible for this benefit. The faculty member may request, for tax purposes, payment in a lump sum or to be paid in equal annual payments over a two (2) or three (3) year period.

Section 3: Faculty tenure status ends at age sixty-five (65). The Board may grant a one (1) year contract to faculty members sixty-five (65) years or older provided the administration recommends such action. Faculty members desiring to remain in the college after age sixty-five (65) must submit this intent in writing to their Dean or appropriate administrator by February 1 of that year. It is also understood that the requesting faculty member may be required to take a physical examination at his own expense.

Article X

GRIEVANCE PROCEDURE

Section 1: A grievance is a claim based upon an event or condition which affects the welfare or conditions of employment of a faculty member or a group of faculty members and/or the interpretation, meaning or application of any of the provisions of this agreement. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the unit described in Article I above shall not constitute a grievance.

Section 2: In the event that a faculty member or group of faculty members or the Association believe they have a basis for a grievance, he or they shall first informally discuss the grievance with their department chairman or the appropriate administrator.

Section 3: If, as a result of the informal discussion with the department chairman or appropriate administrator, a grievance is believed to exist, the grievant may invoke the formal grievance procedure by formalizing the complaint as a written grievance. In the event the complaint becomes a grievance, it will be processed in the following manner:

Section 4: FIRST STEP. To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the faculty member, group of faculty members or the Association representative filing the grievance and must

be presented to the appropriate department chairman and/or dean within whose jurisdiction it arose within thirty (30) days following the event upon which the grievance is based. The department chairman or dean shall give a written decision, with the reasons therefor, to the aggrieved faculty member, if any, and the Association representative within five (5) school days following the date upon which the grievance was received.

Section 5: SECOND STEP. If the faculty member, group of faculty members, or the Association representative is dissatisfied with the written First Step answer and wishes to appeal such decision, he must, on his own behalf or through the Association, appeal the decision in writing. The appealing party must submit a copy of all preceding written statements of the grievance and of decisions of previous authorities directly involved in the First Step. The appeal is to be made to the President or someone by him designated within five (5) school days after receipt of the First Step answer. The President and/or his designees shall meet with the aggrieved faculty member, or faculty members, if any, and/or the Association representative within five (5) school days after receipt of the notice of appeal to discuss the grievance. Either party shall have the right to have witnesses present at such hearing and the Association may, if it so elects, have a permanent staff representative(s) present. The President or his designee shall give a written decision with respect to the grievance, with the reasons therefor, to the aggrieved faculty member, if any, Association representative, department chairman and the dean involved within five (5) school days after such hearing.

Section 6: THIRD STEP. If the grievance has not been settled in the foregoing steps and the matter is to be appeal-

ed, the aggrieved faculty member, group of faculty members or the Association representative shall, within five (5) school days after receipt of the Board's Second Step decision, advise the President, in writing, of the intent to enlist the services of a mediator from the Michigan Employment Relations Commission. Within ten (10) school days after receipt of such written intent by the President (unless an extension of time is mutually agreed upon), the Association representative and permanent staff representative(s) shall meet with a state mediator and a committee designated by the President to consider the grievance. Within five (5) school days after such meeting, the chairman of the Board's committee shall give a written decision, with the reasons therefor to the aggrieved faculty member, or group of faculty members, if any, the Association representative and permanent staff representative and the President, department chairman, and dean involved.

Section 7: FOURTH STEP. If the grievance has not been settled in the foregoing steps and the matter is to be further appealed, the aggrieved faculty member, group of faculty members or Association representative shall, within five (5) school days after receipt of the Board's Third Step decision, advise the President, in writing, of the desire to appeal the matter to the Board of Trustees. The President shall promptly forward a copy of the grievance and all previous decisions to the Chairman of the Board of Trustees. Within thirty (30) calendar days following the date of appeal at this step, said Board or committee of Board members by it designated shall meet in executive session to consider the grievance. The decision of the Board or its designated committee shall be communicated in writing, with the reasons therefor to the aggrieved faculty member, group of faculty members or Association representative and permanent staff

representative, the President, department chairman and dean involved within five (5) school days following the date upon which the Board or its designated committee takes formal action on such grievance.

Section 8: It is understood and agreed that a grievance shall not be initiated at a level below that at which the facts upon which it is based, occurred. This, however, shall not preclude an oral discussion at the initial level.

Section 9: The time limits specified in Section 4 through 7 of this Article may be extended by mutual agreement of the administration and the faculty member, group of faculty members involved and/or the Association representative. If a grievance which has not been settled at any step of the grievance procedure is not appealed by the faculty member, group of faculty members or Association, on its own behalf, to the next succeeding step within the time limits provided for such appeal, such grievance shall be considered as having been withdrawn and shall bar further action on such grievance. If a grievance is not answered by the Board within the time limit specified for such answer at any step of the grievance procedure, the faculty member, group of faculty members and/or Association representative shall be entitled to appeal the grievance to the next step of the grievance procedure within the time limits provided had the decision been rendered on time.

Section 10: All discussions with respect to the grievance shall be kept confidential by the parties involved during the procedural steps of the efforts to resolve the grievance: Provided that either party may release pertinent information to any or all personnel related to the grievance.

Section 11: No ruling or adjustment shall be contrary to any provisions of this agreement.

Section 12: It is agreed that the denial of tenure to a faculty member shall not be proper subject for the grievance procedure.

Section 13: Hearings and conferences referred to in this Article shall be held at those times most convenient and least disruptive of the teaching and administrative assignments of those involved. In order to achieve this end, hearings and conferences will be scheduled, insofar as possible, at times when none (or the least number) of the involved faculty members have scheduled classes. If it is not possible to schedule a hearing or conference at a time when involved faculty members are free from class assignments, such faculty members shall suffer no loss of pay for time necessarily spent in such meetings, provided:

- (a) The faculty member, prior to such meeting, instructs his class as to what substitute and/or related activity it is to engage in during or in lieu of such class period; and, provided further,
- (b) A faculty member whose attendance as a witness at such meeting is necessary in order to present as support pertinent facts involved in the subject under discussion shall be permitted to attend such meeting only for the period of time necessary to elicit the information he has to offer. Such decisions as to who shall be entitled to be present as witnesses at hearings, conferences and/or meetings shall be mutually agreed upon by the administration and

the Association representative: Provided either the Association or the Board may have two (2) College associated witnesses without mutual consent.

Section 14: If a grievant has a grievance which he wishes to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and an opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this agreement.

Section 15: Implementation of Agreements or Judgments. Except through mutual agreement by the parties involved, any agreement or judgment reached through the grievance procedure must be implemented within fifteen (15) calendar days.

Section 16: Time limits given as school days shall be prorated on the basis of seven (7) calendar days for each five (5) school days between the completion of Spring semester and the commencement of Fall semester.

Article XI

TENURE

Section 1: The purpose of this section shall be to define probationary periods, tenure and discharges.

Section 2: Probationary Period.

- (a) New faculty members shall be on probationary status for the first three (3) years of their employment.

- (b) No faculty member shall be required to serve more than one (1) probationary period in this institution.
- (c) In the event that a faculty member had been granted tenure by another controlling board, he may at the option of the Board be placed immediately on tenure, or at any time during the period described in (a).
- (d) Probationary letters of appointment for probationary faculty members will be renewed if both the faculty member and the Board desire such renewal. The Board shall notify the probationary faculty member, in writing, sixty (60) days prior to the expiration of his existing contract or by March 15, whichever occurs first, with a definite written statement as to whether or not his work has been satisfactory. Probationary faculty instructing under a non-standard academic year contract will be notified in writing sixty (60) days prior to the expiration of their existing contract as to whether their work has been satisfactory. Failure to submit the written statement shall be considered as conclusive evidence that the faculty member's contract will be renewed. Any probationary faculty member not on tenure shall be employed for the ensuing year unless notified in writing at least sixty (60) days before the close of his contract that his services will be discontinued.

Section 3: Tenure

- (a) After the satisfactory completion of the probationary period, the faculty member shall be granted tenure by the College Board and shall not be dismissed except as hereinafter provided.

- (b) A faculty member may discontinue his service with the Board prior to July 1 for the next academic year. After July 1, the faculty member may discontinue his service only by mutual consent of the Board and faculty member.
- (c) Any faculty member on tenure whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy for which he is qualified.

Section 4: Discharge

- (a) Discharge of a faculty member under tenure may be made only for reasonable and just cause, and after charges, notice and hearing and determination thereof, as hereinafter provided.
- (b) All charges against a faculty member shall be made in writing, signed by the appropriate administrative official, and filed with the Board: Provided charges concerning the character of professional services shall be filed at least sixty (60) days before the close of the academic year. In the event the Board determines that such charges should be pursued, it shall furnish the faculty member with a written statement thereof and shall at the option of the faculty member, provide for a hearing thereon, to be held within thirty (30) days after the filing of such charges.
 - (1) On the filing of charges with the faculty member, the Board may suspend the accused faculty member from active performance of all duties or a portion thereof until a decision

is rendered by the Board: Provided that if the decision of the Board is appealed and the commission reverses said decision of the Board, the faculty member shall be entitled to all salary lost as a result of such suspension.

- (c) The hearing shall be conducted in accordance with the following provisions:
- (1) The hearing shall be private or may be public at the mutual agreement of the Board and faculty member involved.
 - (2) No action shall be taken resulting in the dismissal of a faculty member except by a majority vote of the members of the Board.
 - (3) Both the faculty member and the Board may be represented by counsel.
 - (4) Testimony at the hearing shall be taken on oath or affirmation.
 - (5) The Board shall employ a stenographer who shall take a full record of the proceedings of such hearing and who shall, within ten (10) days after the conclusion thereof, furnish the Board, Tenure Commission and the faculty member affected thereby with a copy of the transcript of such record, which shall be certified to be complete and correct.
 - (6) The Board shall have the power to subpoena witness and documentary evidence, and shall

do so on its own motion or at the request of the faculty member against whom the charges have been made. If any person shall refuse to appear and testify in answer to any subpoena issued by the Board, such controlling board may petition the circuit court of the county setting forth the facts which court shall there upon issue its subpoena commanding such person to appear before the Board there to testify as to the matters being inquired into. Any failure to obey such order of the court may be punished by such court as contempt thereof.

- (7) The Board shall provide in writing within seven (7) days after the termination of the hearing, its decision.
- (d) If the faculty member appeals the decision of the Board, he may appeal said decision to any member of the Tenure Commission as provided below; the appeal must be made in writing within seven (7) days of the receipt of the Board's decision. The Tenure Commission shall provide for a hearing within ten (10) days from the date of the appeal. The hearing will be conducted as provided in Article XI, Section 4(c) except that the word "Board" will read "Tenure Commission" in Section 4(c) 1, 2, 6, 7.
- (1) Said Tenure Commission shall be composed of two (2) faculty members appointed by the Association and two (2) College administrators appointed by the Board and a fifth

member selected from the community by the four (4) appointed members.

- (2) The appointed members will be selected within thirty (30) days of faculty ratification of the Master Agreement. The Tenure Commission will be responsible for selecting a slate of probable candidates for the fifth position on the Tenure Commission.
- (3) The Tenure Commission's decision shall be binding on both parties and shall be transmitted to the parties involved by registered letter within seven (7) days after the termination of the hearing.
- (4) The Board of Trustees and the Kellogg Faculty Association will equally share the following expenses encumbered by the Tenure Commission:
 - a. Stenographer.
 - b. Manuscript costs up to a maximum of seven.
 - c. Transportation, meals and lodging of the fifth (5th) person if necessary.

Section 5: Faculty members previously granted tenure by the College Board shall have tenure under this article. The probationary period for faculty members without tenure employed prior to the 1969-70 academic year shall be as per past policy.

Article XII

PROFESSIONAL COMPENSATION

Section 1: Present faculty members will advance one (1) step on the salary schedule for each future year of experience until such time as they will reach the top of their appropriate level. Faculty members who begin work after August 15, 1969 will be credited, for salary schedule purposes, with one (1) year of credit for each two (2) years of related work experience and/or one (1) year of credit for each one (1) year of prior teaching experience not to exceed in the aggregate total of six (6) years credit.

Section 2: A Faculty member employed an additional number of days outside of the standard academic year, excluding faculty teaching on the overload basis during the interim and summer session, will be compensated at a daily rate equivalent to his basic yearly salary divided by the number of days in the standard academic year.

Section 3: Deductions may be authorized and shall be executed for any of the following:

- (a) United professional dues,
- (b) Government bonds,
- (c) Credit union (school employees),
- (d) Tax Sheltered annuity program,
- (e) United Fund, and
- (f) Such others as mutually agreed upon by the Association and the Board.

Section 4: The Salary of each faculty member shall be paid on a bi-weekly nineteen (19) pay period basis, however, the

faculty member may elect to have his pay periods on a bi-weekly twenty-six (26) pay period basis. The faculty members who work in addition to the normal academic year shall be paid in bi-weekly periods over the period worked.

Section 5: Letters of appointment shall be issued to faculty members within fifteen (15) working days after ratification of this agreement. Said letters of appointment are to be signed and returned within ten (10) working days after receipt.

Section 6: Salary checks will be placed in the faculty member's mailbox by Business Office personnel unless otherwise mutually arranged by the Business Office and the faculty member(s) involved. Any salary check missing from a mailbox will be replaced within one (1) banking day after the Business Office is notified of the loss.

Article XIII GENERAL

Section 1: All examinations required by the Board shall be at no expense to the faculty member.

Section 2: Each faculty member shall be required to have on file with the College a report showing that he is free from tuberculosis, as prescribed by law, from the Calhoun County Health Department, at no cost to the teacher, or from some other valid source at the teacher's own expense.

Section 3: The faculty role concerning the selection of textbooks shall remain as it was prior to the execution of this agreement.

Section 4: Copies of this agreement shall be presented to all faculty members now employed or hereafter employed by the Board. Every faculty member shall receive one (1) copy of this agreement. The Association shall be given fifty (50) copies of this agreement. Copies of this agreement shall be printed at the expense of the Board.

Section 5: 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 faculty member's letters of appointment heretofore in effect. All future faculty members' letters of appointments 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 policies of the Board.

Section 6: If any provision of this agreement or any application of the agreement to employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining within fifteen (15) days of official notification for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 7: The Association agrees that, during the life of this agreement, it shall represent, equally, all faculty mem-

bers within its jurisdiction, regardless of their membership or non-membership in the Association.

Section 8: The Board has a statutory obligation, pursuant to the Michigan Public Employees Act Number 336 of the Public Acts of 1947, as amended, to negotiate with the Association as the sole and exclusive collective bargaining representative of the College professional personnel, as defined in Article I of this agreement.

Section 9: The Association shall have the opportunity to discuss with the Board their position on contemplated millage questions before the final millage requests are set.

Section 10: Further, to establish and maintain lines of communication, the faculty, through the Association, will have a seat on the Academic Council.

Section 11: The appropriate faculty members will have an opportunity to consult with the College administration in areas of curricula, financial and long-range college development prior to the implementation, adoption and/or general publication. Examples of such areas of faculty involvement and institutional development are as follows:

- (a) College building programs,
- (b) Departmental (capital outlay) requests,
- (c) Scheduling of regular departmental meetings,
- (d) Textbook selection,
- (e) Curriculum changes, and
- (f) Academic standard.

Section 12: The final decision-making authority and responsibility of the above section is vested in the Board.

Section 13: Representatives of the Board and the Association's bargaining committee will meet at least once within each calendar month during the academic year for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other, five (5) days prior to the meeting, an agenda covering what they wish to discuss. If no notice is given for a desire to meet during the month, no meeting will be held.

Section 14: The Board and the Association shall continue to cooperate in an attempt to improve the evaluation procedures.

Section 15: Between April 1st and April 15th, the parties shall initiate negotiation for the purpose of entering into a successor agreement for the forthcoming year.

Article XIV DURATION OF AGREEMENT

This agreement shall be effective as of the 16th day of August, 1973, and the terms and provisions thereof shall remain in full force and effect through the 15th day of August, 1974.

IN WITNESS WHEREOF, The parties hereto have executed this agreement in Battle Creek, Michigan on the 21st day of August, 1973

KELLOGG FACULTY ASSOCIATION

Elizabeth Neumeyer
President

Lynn Thompson
Negotiator

Robert Zellars
Negotiator

Helen Kronlein
Negotiator

Parnell Clark
Negotiator

BOARD OF TRUSTEES KELLOGG COMMUNITY COLLEGE

Elizabeth Binda
Chairman

Stanley Everett
Trustee

Dominic S. Cannatti
Vice Chairman

Allan J. Weenink
Trustee

Michael J. Rae
Secretary

Edward J. Swan
Trustee

Louis T. Perry
Treasurer

Richard F. Whitmore
College President

APPENDIX A

KELLOGG COMMUNITY COLLEGE

Faculty Salary Schedule for 1973-1974

(1)

Years of Experience	Non Degree	BA	MA	MA+30	MA+60
0	\$ 8,052	\$ 9,042	\$ 9,909	\$10,320	\$10,731
1	8,403	9,514	10,468	10,879	11,290
2	8,752	9,982	11,023	11,434	11,845
3	9,101	10,450	11,578	11,989	12,400
4	9,450	10,918	12,133	12,544	12,955
5	9,799	11,386	12,688	13,099	13,510
6	10,148	11,854	13,243	13,654	14,065
7	10,497	12,322	13,798	14,209	14,620
8	10,846	12,790	14,353	14,764	15,175
9	11,195	13,258	14,908	15,319	15,730
10	11,544	13,726	15,463	15,874	16,285
11	11,893	14,194	16,018	16,429	16,840
12			16,573	16,984	17,395

Annual Longevity Payment

13th year	\$150.00
14th year	150.00
15th year	150.00
16th year	150.00
17th year	150.00
18th year	150.00
19th year	150.00
20th year	250.00
21st year	250.00
22nd year	250.00
23rd year	250.00
24th year	250.00
25th year	250.00
over 25 years	250.00

(2) Course work completed prior to September 1, 1973, will be compensated as follows: \$130.00 per year for each ten (10) hours above the Master's Degree shall be paid providing such hours are graduate or approved undergraduate hours and provided further that to be eligible for the MA plus sixty (60) hours placement, the instructor must be working on an approved doctoral program. \$177.00 per year shall be paid for the first fifteen (15) hours above the Bachelor's Degree. The additional hours referred to herein must be verified by official transcript. This compensation will be terminated after June 30, 1978.

After September 1, 1973, the Board will pay the tuition costs, fees and required books costs for faculty members for completed courses related to their area or responsibility or approved in advance by the Board. An Intent to Register form shall be completed prior to enrollment in the course(s) and documentation of costs and completion will precede payment. A faculty member on a leave(s) of absence is ineligible for this benefit.

(3) Overload and Summer Pay

Overload and Summer School pay shall be \$250.00 per contact hour per semester.

(4) Off-Campus Teaching (Outside the Battle Creek metropolitan area will be voluntary).

The off-campus faculty member's salary will be the same as the overload schedule with the following additions.

- (a) The Board will provide transportation for the faculty member or if College vehicles are not available,

- (b) The faculty member may provide his own transportation and be compensated at the rate of twelve cents (12¢) per mile for the round trip distance between the College and the off-campus teaching site if the trip requires the travel of that distance.
 - (c) The faculty member will receive for off-campus teaching an amount equal to one-half ($\frac{1}{2}$) (prorated on an hourly basis) of that received for teaching the off-campus class for time in travel. The travel time will be estimated at the beginning of the class and paid according to the salary payment guidelines.
- (5)
- (a) The college will pay a standard rate of twelve cents (12¢) per mile to those Health Technology faculty members who are required by their position to travel by car from the college to their off-campus teaching at Leila and Community Hospitals.
 - (b) Health Technology faculty will be paid mileage according to the following procedure:
 - (1) Faculty teaching at clinical sites other than Leila and Community Hospitals will be compensated for the round trip distance between the College and the off-campus teaching site.
 - (2) Faculty supervising students in varied clinical sites will submit a mileage (trip) record to the designated administrator every two weeks.

APPENDIX B

Additional Compensation for Extra Duties

Basketball	\$1,763.00
Basketball Coach Assistant	576.00
Swimming Coach	949.00
Track Coach	949.00
Tennis Coach	746.00
Golf Coach	746.00
Cross Country Coach	677.00
Soccer Coach	677.00
Wrestling Coach	677.00
Cheerleader director	372.00
Debate and Forensics Coach	1,017.00
Chaperone (per event)	20.00
Counselors	655.00
Asst. for Drama, Debate & Forensics	542.00
Women's Intramurals*	677.00
*Each Semester	Per contractual year

Newspaper 3 hours
reduced load each semester

Literary Publication 3 hours
reduced load each semester

Drama Coach 3 hours
reduced load each semester

Athletic Coordinator 3 hours
reduced load each semester

APPENDIX C

COLLEGE CALENDAR 1973 - 1974

Fall Semester 1973

August 17, 20, 21	New Faculty Orientation
August 20, 21	Night Registration
August 22, 23, 24	Registration
August 27	Classes Begin
September 3	Labor Day
September 4	Classes Resume
October 22	Mid-Term (40th day of instruction)
November 22,23	Thanksgiving Holiday
November 26	Classes Resume
December 19	Last day of classes
December 21	Grades due on or before 3:00 p.m. (Christmas vacation starts after final grades are submitted.)

Spring Semester 1974

January 2, 3	Night Registration
January 3, 4, 7	Interim
January 8, 9, 10	Registration
January 11	Classes begin
March 7	Mid-term (40th day of instruction)
April 1-5	Spring Recess
April 8	Classes Resume
April 12	Good Friday Holiday
April 15	Classes Resume
May 10	Last Day of Classes
May 14	Grades due on or before 3:00 p.m.
May 15	Commencement

Summer School 1974

FIRST SESSION

May 17	Registration
May 20	Classes Begin
May 27	Memorial Day - Holiday
May 28	Classes Resume
June 11	Final Day of Classes

SECOND SESSION

June 13	Registration
June 17	Classes Begin
July 4	Holiday
July 8	Classes Resume
July 29	Final Day of Classes

Night registration and summer school registration duties will be voluntary on the part of the faculty members for the 1973-74 academic year.

APPENDIX D
KELLOGG COMMUNITY COLLEGE
GRIEVANCE REPORT
(Complete four copies)

Submitted to:

Name(s) of grievant:

Date filed:

Signature: _____

Statement of grievance: (Give date and nature of grievance and attach any supporting documents)

Settlement sought:

1. The grievant acknowledges that in order for the Association to represent him fairly the full facts must be available to the Association. Therefore, the grievant consents to the Association seeing his personnel file.
2. The following will be recorded as endorsement to this form.

Disposition at any step including the date of disposition and the signature of person making the disposition. The request to appeal including date of appeal.

APPENDIX E

The faculty member shall be permitted to purchase supplementary life insurance with a face value up to one and one half (1.5) times the faculty member's annual base salary rounded to the nearest \$100.00.

The amount of premium the faculty member must pay for the additional life insurance coverage provided for in this appendix shall be:

Less than 35	20 cents per \$1,000
35 but less than 45	30 cents per \$1,000
45 and over	45 cents per \$1,000

KELLOGG COMMUNITY COLLEGE

450 North Avenue
Battle Creek, Michigan 49016

August 20, 1973

TO: KELLOGG FACULTY ASSOCIATION
FROM: BOARD OF TRUSTEES
RE: LETTER OF INTENT - Working Conditions
Independent Study

A faculty member responsible for supervision of a single course section based wholly upon independent study techniques of instruction with the course section thus designated by the affected department chairman and dean, shall receive credit toward his teaching load in contact hours.

The number of contact hours thus awarded shall be based upon the ratio of one (1) contact hour for each sixteen (16) clock hours or major portion thereof. The exact number of approved clock hours in supervisory activities shall be recommended by the affected faculty member, through the Kellogg Faculty Association, to be approved by the department chairman and/or dean prior to the commencement of the course.

This letter of intent is to remain in effect for the duration of the 1973-74 agreement.

Mr. Adam Drozdowski
For the Board of Trustees of Kellogg Community College

AD/lb

August 2, 1973

Letter of Understanding

The Blue Cross — Blue Shield coverage for the duration of this agreement shall be not less than MVF 2, Option 4, with the ML Rider.

Adam Drozdowski
For the Board of Trustees

AD/dc

1973

JANUARY 1973

S	M	T	W	T	F	S
7	*	2	3	4	5	6
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY 1973

S	M	T	W	T	F	S
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 1973

S	M	T	W	T	F	S
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 1973

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 1973

S	M	T	W	T	F	S
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	*	29	30	31		

JUNE 1973

S	M	T	W	T	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
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JULY 1973

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AUGUST 1973

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SEPTEMBER 1973

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OCTOBER 1973

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28	29	30	31			

NOVEMBER 1973

S	M	T	W	T	F	S
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18	19	20	21	*	23	24
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DECEMBER 1973

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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	*	26	27	28	29
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1974

JANUARY 1974

S	M	T	W	T	F	S
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13	14	15	16	17	18	19
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FEBRUARY 1974

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24	25	26	27	28		

MARCH 1974

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APRIL 1974

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29	30	31				

MAY 1974

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JUNE 1974

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JULY 1974

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28	29	30	31			

AUGUST 1974

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
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SEPTEMBER 1974

S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 1974

S	M	T	W	T	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER 1974

S	M	T	W	T	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	*	29	30

DECEMBER 1974

S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	*	26	27	28
29	30	31				