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Lansing Com College
file 9/13/71
Region 8

AGREEMENT BETWEEN

Board of Trustees of Lansing Community College of the State
of Michigan

RECEIVED
OCT 23 1969
Higher Education

and

Lansing Community College Chapter of the Michigan Association
for Higher Education at Lansing Community College.

This Agreement entered into this _____ day of _____, 1969, by
and between the Lansing Community College, hereinafter called the
Board, and the Lansing Community College Chapter of the Michigan
Association for Higher Education hereinafter called the Association.

Witnesseth:

Whereas, the Board and the Association recognize and declare that
providing quality higher education for youth and adults of this
college district is their mutual aim and that the character of such
education depends predominantly upon the quality and morale of the
college faculty and

Whereas, the Board has a statutory obligation, pursuant to the
Michigan Public Employment Relations Act, to negotiate with the
Association as the representative of the full-time college professional
faculty personnel, with respect to rates of pay, wages, hours of employ-
ment and other conditions of employment, and

Whereas, the parties have reached certain understandings

Lansing Community College Board of Trustees

MEA
1216 KENDALE
E. LANSING, MI 48823

H BB.

Article I A

RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for the bargaining unit consisting of all full-time Professors, Associate Professors, Assistant Professors, Instructors, teaching technicians, lecturers and counselors; excluding range instructors, piano accompanist, National Teaching Fellows, Department Heads, Administrators, supervisors and all other employees of the College. All professional faculty of the bargaining unit shall hereinafter be referred to as "faculty".

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

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Article I, C

DUTIES OF ASSOCIATION OFFICIALS

The Association's President and negotiating team will be assigned no additional duties other than those associated with established departmental course loads during the contractual year.

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Article II

ASSOCIATION RIGHTS

The Association on behalf of the faculty of the College hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities confirmed upon and vested in it by Act 379 of the Public Acts of 1965 and the constitution of the State of Michigan and/or the United States or other laws of Michigan.

H. S.

Article II B

BOARD 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 terms of this agreement.

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Rooms at the College may be used by the Association, the Senate and Senate Committee for meetings at no cost to the Association provided that:

1. Arrangements are made in advance with the administration.
2. Meetings are scheduled within the regular shift hours of the custodial staff.
3. The College will furnish the Association with the name and current address within five working days from the date of return of a signed contract of all new faculty members.
4. The Association shall have a minimum of one hour set aside during faculty days between the hours of nine and four following the last general faculty meeting. The Association will be notified concerning the time and date prior to printing of the schedule.

H.B.

Article II, E

USE OF COLLEGE EQUIPMENT

The Association is authorized to use College equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment subject to availability. The Association shall pay for the reasonable cost of all materials and labor incident to such use. Reasonable costs to be determined in advance by the Controller of the College.

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Article II, F

ASSOCIATION NOTICES

The Association shall have the right to post notices of its activities and matters of Association concern only on departmental bulletin boards, at least one of which shall be provided in each department. All such notices must carry a signature of the Association official who authorizes the posting of the notice with a copy to the President of the College.

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Article II, G

COLLEGE FINANCIAL INFORMATION

The Board shall make available to the Association upon its reasonable request and within a reasonable time thereafter such statistics and financial information, related to Lansing 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.

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Article II, H

FACULTY INVOLVEMENT

The administration will make a continuing effort to effect greater faculty involvement in the affairs of the College. The Association will encourage its members to utilize their special knowledge and expertise for the benefit of the College.

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1. It is assumed each faculty member is competent and has the capability to improve himself as a professional educator. Hence, evaluation of the faculty member will be to help him improve.
2. If an unsatisfactory evaluation or an interview might result in discharge, suspension, or disciplinary action, the faculty member and the interviewer(s) shall have the right to request a representative of the Association or another party of the faculty member's choice to be present. Any written evidence of rebuttal to any charges against him shall become a part of his record. The faculty member shall be given a written statement listing reasons for any charges brought against him.
3. If a faculty member feels the charges brought against him are unjust, he may then have recourse to the grievance procedure.
4. Complaints received against a faculty member by the administration shall be transmitted to the faculty member and his Department Chairman as soon as possible but within two working days.

H 89

1. Each faculty member may, upon written request, review the contents of his own personnel file with the exception of confidential pre-employment information. An officer of the Association may, at the written request of the faculty member, accompany him in such a review. The review will be conducted only in the presence of the Administrator(s) responsible for the safekeeping of the personnel file. In the event of the administrator's absence he will appoint someone to act in his behalf.
2. Nothing will be placed in a faculty member's official personnel file unless he has had an opportunity to examine it and offered an opportunity to submit a written comment.

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Article II, N

The Association shall be entitled to appear on the Board Agenda provided a written notification is submitted to the President's Office outlining the business to be discussed eleven days on or before a regularly scheduled Board meeting.

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Article IV, A DEDUCTION FOR PROFESSIONAL DUES

The Board will deduct from the pay of each member of the Association from whom it receives written authorization to do so, the required amount of monthly Association dues. Authorization forms are to be delivered by the Association Treasurer to the Controller 14 days in advance of the first scheduled deduction date. 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 Association promptly of any withdrawals.

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Article V, B-3

COUNSELORS

1. The College will attempt, within budgetary limitations, to achieve a ratio of 500 students per counselor within the effective dates of this agreement.

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Article V, B-4

Full-time--part-time faculty ratios will be studied by each Department. Recommendations will be submitted to the President through the Department Chairman and Divisional Deans. These recommendations will be carefully reviewed by the President and submitted to the Board of Trustees with his comments, together with the Pilot Budget.

Part-time faculty members will not be employed to carry more than 3/4 of a normal load without the approval of the Director of Employee Relations. The Association President will be informed before such action is taken whenever feasible.

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Article V, B 5a

SUMMER PROGRAMS

The College Summer Programs shall reflect commitment to a well rounded curriculum consistent with the overall college program. The summer curriculum will be presented to the public by April 1, except by mutual agreement between the administration and the Association.

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COURSE LOADS

DEPARTMENT	FALL	WINTER	SPRING	SUMMER	TOTAL CONTACT HOURS	MAXIMUM STUDENTS PER SECTION	OTHER SEE BELOW
<u>Social Science</u>	cr. 4 4sect. 3 5	4 5	4 5	2 3	56 54	39 39	A A
<u>Humanities</u>	4 4 3 5	4 5	4 5	2 3	56 54	39 39	A A
Exceptions:	Art & Music 20-22 Contact hours/term					None	
<u>Mathematics</u>							
Transfer	3	3	3	2	55	40	A
Programmed Lab.	3	3	3	2	55	50	A
Basic Arithmetic	3	3	3	2	55	30	A
<u>Language Arts</u>							
Comp. & Lit.	4	4	3	1	44-48	34	B
Remedial	4	4	4	2	56	25	
Speech	5	5	5	3	54	26	
Foreign Lang.	3	3	3	1	48	32	C
<u>Business</u>	16 hrs.	16	16	16	57-64	#below	A
<u>Science</u>							
All Except Nat. Sc.	3 sect.	3	3	1			
	22 contact hrs/term; 8 in the sum.				74	30	B
Nat. Science	22 cont. hrs.	22	22	8	74	(See Nat. Sc. below)	
<u>Technology</u>							
Lecture/Lab.	23	23	23	10	64-70	None	D
Laboratory	26	26	26	12	72-78	None	D
<u>Health Careers</u>	Class loads and work distribution will remain the same as in 1968-69 school year.						

A. One, and only one, of the summer sections may be assigned to a faculty member on the year-round contract during either the Fall, the Winter, or the Spring term at the discretion of the Department Chairman. One additional summer section may be assigned in one of the remaining two terms at the discretion of the faculty member.

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- B. Additional students may be assigned at the discretion of the faculty member involved.
 - C. Foreign Language enrollment will be subject to the availability of both space and equipment.
 - D. A self-study will be conducted during the 1969-70 school year, and a copy of recommendations will be forwarded to the President of the College and the President of the Association by April 1, 1970.
- # In Business, 35 students is considered to be the optimum under usual circumstances. It is recognized, however, that some programs (AVT Lab., Community Service, and others) may warrant larger class sizes.

Natural Science AVT

1. Natural Science Class Loads:
 - 1 lecture section with a maximum of 150 students.
 - 6 discussion groups with a maximum of 25 students per group.
2. Faculty teaching Natural Science sections will divide the remaining 16 contact hours between the AVT laboratory and/or lab duties in other science laboratories where they are qualified. An instructor may teach another 5 credit course, but under no circumstances will his total student load exceed 160 students per term without his permission.
3. An instructor teaching in the Natural Science program must spend a minimum of 8 hours in the AVT lab.

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Article V, C

OVERLOAD

Class overloads during any term are not authorized and will not be assigned.

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Article V, D

STRUCTURING OF ACADEMIC CALENDAR AND FACULTY DAYS

1. A joint committee of three representatives appointed by the Association and three representatives appointed by the Administration will evaluate past faculty days and recommend the scheduling of Faculty Days for 1970-1971.
2. This committee will also recommend the Academic Calendar for 1970-1971 prior to November 1, 1969.

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1. Teaching is a profession and this demands that faculty members consider their position at the College as a full-time occupation. The Association recognizes that it too is an advocate of this concept. If instances occur where it becomes apparent that a faculty member is violating the spirit and intent of this concept, either the Association or the Administration shall make the facts known to each other and shall jointly recommend appropriate action. If the Administration and the Association do not agree on the disposition of the matter, it is then subject to the provisions of the Grievance Procedure.
2. Where a faculty member is assigned Saturday classes, his work schedule shall be adjusted to insure the equivalent of two consecutive days free of classes during a calendar week.
3. Assignment to Saturday classes shall be for one term only during any academic year.

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1. The College operates from 8:00 A.M., until 10:00 P.M., five days each week. On Saturday the College operates from 8:00 A.M., until 12:00 noon.

2. Faculty assigned to teach in the evening after 6:00 P.M., will not be assigned a class prior to 10:00 A.M., the following morning except with the instructor's approval.

3. All faculty members are expected to be available during the College day for consultation with students. Therefore, time shall be set aside during each College day, with the exception of Saturday, for such consultation.

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1. Liberal Arts, Sciences and Health Careers

- a. A faculty member shall not normally be assigned more than two separate preparations per term. When the needs of the department dictate, the Department Chairman may assign three preparations.
- b. Additional preparations beyond three may be assigned only with the Faculty member's permission, and may include curriculum study assignments and the planning of future courses.

2. Business and Technology Divisions

- a. A Faculty member shall be assigned no more than three preparations per term.
- b. One additional preparation may be assigned with the Faculty member's consent, but the total preparations should not exceed four.
- c. The total number of preparations may include curriculum study assignments and planning future courses. However, seminars and Community Service Programs are exempt from the course preparation limitations cited in a, and b, above.

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Article V, H

OFFICE HOURS

The faculty member shall, as often as possible, consult with students by appointment. Office hours will be determined by the Department Chairman and the faculty members of the individual Departments.

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Article V, I

STUDENT ADVISING

The responsibility for assistance in the routine matter of academic advising shall be shared by the faculty members.

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Article V, J

REGISTRATION PERIOD

Registration activities are a necessary prelude to the instructional function of the College and shall be considered an integral part of the faculty responsibilities. The number of faculty members present and the hours they shall serve at registration shall be determined jointly by the faculty and the Chairman of each Department.

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Article V, K

SPONSORSHIP OF STUDENT ACTIVITIES

Sponsorship of all student clubs and organizations shall be on a voluntary basis.

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1. Other than chaperones and sponsors, attendance at all College functions and activities shall be voluntary with the exception of commencement exercises.

3 2. Faculty members may be asked to serve as chaperones at College functions. In the event a faculty member who has agreed to serve as chaperone is unable to do so, it will be his or her responsibility to make every effort to find a substitute and notify the Office of Student Affairs.

2 3. Faculty members attending those College sponsored functions for which academic attire is required shall have the attire furnished by the College.

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1. The duties of each Department Secretary will include secretarial assistance in an equitable manner to all faculty members of the Department to the maximum extent possible.
2. A study shall be initiated by the administration with cooperation from the Association to determine various departmental secretarial needs. The purposes of the study will be (1) to determine the extent of the additional secretarial assistance required and (2) to fill these positions within the budget resources available. In the interval, while the study is proceeding, additional secretarial help can be provided with student aides.

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Article V, N

FACULTY PARKING

1. The Board will strive to provide adequate and protected parking facilities during the College day free of charge.
2. The Board may require parking decals for each faculty car and will furnish parking decals at Board expense.

No faculty member will be permitted to park more than one family vehicle in College parking facilities at any time.

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Article V, 0

FACULTY FACILITIES

Faculty may have unlimited access to their assigned offices and/or classrooms during the normal hours of operation of the College. If access is desired after 12:00 on Saturday or on Sunday, contact the Custodians or the Security Watch to gain admittance. Identification cards will be shown and the faculty member will be required to register when entering and leaving the building.

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Article V, P

SAFETY

1. Every effort will be made to assure that faculty members are able to work in safety consistent with good health practices. When required, the College will provide first aid supplies. Emergency procedures will be published for the information of the faculty.

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Faculty and Administrative

1. Vacancies will be announced and posted on applicable bulletin boards within the various departmental office areas by the Personnel Office. Notice of such vacancies shall provide five (5) working days time to permit faculty members to make the necessary application in writing to the applicable Dean via the appropriate Department Chairman. Length of service in the College shall not be the sole determining factor in making assignments to any teaching or administrative position. Whenever possible, College faculty members who apply for a vacancy will be notified, in writing, concerning the disposition of their application for a position prior to the publication of the name of the successful candidate.
2. Application for another position, whether within the College or elsewhere, is recognized as a professional right and shall not affect adversely his status in his present position.
3. Filling Departmental Faculty and Chairman Vacancies
The Department Chairman, upon the advice of the faculty members of the department will jointly recommend via established channels prospective faculty members and prospective chairmen for ultimate appointment by the Board of Trustees. The procedures to be used in formulating the joint recommendation will be worked out between the faculty and the Department Chairman. Should a recommendation be rejected within the established channels the departmental faculty and chairmen will again submit a recommendation.

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Article V, R

TRANSFERS

1. Transfers in assignment will be made first on a voluntary basis. If there are no volunteers and a transfer is necessary, it may be made after:

1. Consultation within the department by the faculty members concerned and
2. Consultation by the faculty members of the department and Department Chairman concerned.

If no agreement is reached, the Department Chairman may select the faculty member to be transferred.

2. Under no circumstances should a faculty member be assigned to an area in which he has no formal preparation.
3. Any faculty member who assumes administrative duties within the College and subsequently returns to faculty status, resumes all rights and privileges that he would have had if he had continued in faculty status without interruption.

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1. The instructor shall have the right to teach in an atmosphere of free intellectual inquiry and shall not be subjected to restraints or harassment which would impair his teaching. To this end, the College subscribes to the tenets of academic freedom as the American Association of University Professors has expressed them:

"The teacher is entitled to full freedom in research and in the publication of the results, subject to adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

"The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations on academic freedom because of religion or other aims of the institutions should be clearly stated in writing at the time of the appointment.

"The college or university teacher is a citizen, a member of a learned profession and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman."

2. 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.
 3. Faculty members must follow curriculum guides as developed by his department(s) and present alternative views of controversial issues. The presence of any communications device during the meeting of a class shall be subject to his permission.
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Article V, T

DUAL DEPARTMENT ASSIGNMENTS

A faculty member assigned duties in more than one department shall have full voting rights in all departments in which he serves.

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1. Changes in the Student Guidebook affecting student-faculty relationship shall be developed by the Student Affairs Council.
2. The Association shall appoint one of the faculty representatives to the Council.

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ACADEMIC COUNCIL REPRESENTATION

1. The recommending of new programs for the College to the State Board of Education is the responsibility of the Board of Trustees.
2. The responsibility for recommending new programs and curricula changes to the Board of Trustees is the responsibility of the President.
3. The responsibility for preparing new program recommendations and curricula changes rests with the administration and faculty of the College coupled with the advice and counsel from the Academic Council.
4. The College recognizes that faculty members contribute greatly to the development of new programs and curricula changes and that a method of communicating these ideas effectively is important. It is the purpose of this article to establish a procedure which will permit the faculty to participate in the formulation, study and recommending for adoption of new programs.
5. The Academic Council composed of the four divisional deans and the Chairman of the Learning Resource Center when meeting to discuss new programs and curricula changes, will have the following additional voting members in attendance selected by the faculty of the separate divisions.
 1. Two faculty members from Liberal Arts, Sciences and Health Careers.
 2. One member from Technology.
 3. One member from Business.
 4. One member from Student Personnel Services.
 5. One staff member from the Learning Resource Center.

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Article V, X Con't.

6. Meetings of the Academic Council will be chaired by the President or his designated representative. Each member shall have one vote and the President or his representative will vote in the event of a tie.
7. Academic Council recommendations will be presented in writing to the President for study. If the recommendation is not concurred in by the President, he will return the proposal to the Academic Council and state his reasons for non-concurrence. If the proposal is concurred in, the President will recommend the new program to the Board of Trustees for their action.

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Article V, X

DIVISIONAL COUNCIL REPRESENTATION

1. When the individual Divisional Councils meet to discuss new programs or curricula changes, the faculty representation shall be as follows:

One member for every 20 faculty members or major portion thereof.

Each faculty member will be a voting member.

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Article V, Y

MEETINGS

1. Faculty shall attend General Faculty Meetings, Division and Departmental meetings as scheduled by the President, Deans or Department Chairman respectively, during the normal working day.
2. The faculty may recommend to the Departmental Chairman items which they feel should be included on a departmental and/or divisional agenda and he is obligated to place the items on the agenda.

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Article V, Z

CIVIL RIGHTS

The College agrees that the salaries and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex, marital status, political belief, or membership in an employee organization.

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The rate of reimbursement for travel authorized by an approved travel request will be as follows:

1. By car, ten cents (\$.10) per mile, not to exceed Coach air rates over the most direct route or,
2. By commercial carrier, the actual cost, less federal taxes.

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Article VI,

FACULTY LEAVES OF ABSENCE

It is generally agreed that a student's education is most enhanced by consistent and continuing contacts with a qualified faculty member. It is recognized, however, that faculty members are occasionally faced with an unavoidable necessity to be absent on a short term basis. In addition, there are long term absences which may result in benefits to the individual and/or the College district. It is the purpose of this article to state an orderly and just means of providing for leaves of absence.

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GENERAL

All leaves of absence, except for emergency illness, shall be requested by submitting a form to the Administrative Official designated by the President. In all instances, except emergencies, approval must be obtained prior to the absence. Requests will be submitted to cover emergency absences, except for illness, as soon as feasible. A statement from a physician in cases of extended illness or maternity may be requested by the administration at faculty members expense.

All requests for extended leave must indicate the designated time for return to duty and must be approved by the Board of Trustees. Leaves for emergency illness, personal, political or professional and all other requests must be approved by the Administrative Official designated by the President.

Leaves of absence will be deducted from leave time or salary, except as otherwise stated in this article.

Leave time will be granted to the faculty at the rate of 1.1 day for each month covered by their individual contracts. Leave time will be credited in advance to the faculty members each College year. Unused leave time may be accumulated to a total of 150 days. A statement of available leave time will be provided to each faculty member on his statement of earnings and deductions following the opening of the academic year. Such statement will include accumulated leave time and the additional leave time credited for the current academic year. In the event a faculty member leaves the College prior to the close of the

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Article VI, Con't.

academic year, but after having used leave time granted in advance, a deduction for the unearned portion of the contract will be made from the faculty member's final pay.

Placement for the returning faculty member in his former position will be given priority over new personnel and faculty members with less seniority at this College in that position. The returning faculty member has the option to return to his former position, if the position still exists. Return to duty will always be contingent upon the availability of another position for which the faculty member is qualified.

It will not be considered an absence when any faculty member is on College business requested and approved by the College, including court appearances and legal consultation required as a result of College employment.

A written request may be submitted for a one-year extension of a leave of absence for reasons of extended illness or maternity. The request shall be submitted to the President at least one month prior to the expiration of the original leave.

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Article VI

LEAVES OF ABSENCE FOR MEDICAL REASONS

Extended Illness: Request for this type of leave may be initiated by the faculty member or his immediate family where an extended physical or mental illness precludes performance of assigned duties. Such leave shall be granted for a maximum of one year after all accumulated leave has been used.

Maternity: Request for this type of leave must be made at least six months prior to the expected birth of the child, or adoption, unless specifically waived by the President of the College. Except in case of emergency, employment may continue with the doctor's written permission stating that the faculty member is physically able to perform her duties. No increment credit or use of leave is allowed for this type of leave. A maternity leave is limited to one College year, following the birth or adoption of the child. Return to duty will be requested by the faculty member, in writing, to the Administrative Official designated by the President.

Routine Medical Attention: Where dental or medical attention cannot be scheduled outside of College time, necessary time off will be granted and deducted from leave time. (A minimum of one-half (1/2) day will be deducted).

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A. Personal: Paid personal leave will be granted for the purposes listed below and to the extent indicated. Maximums indicated are for each occurrence.

1. Critical illness of a member of the immediate family which requires the presence of the faculty member. Immediate family will include: mother, father, son, daughter, brother, sister, spouse, mother-in-law, father-in-law, and daughter-in-law. Up to five (5) days per year maximum. Not chargeable to leave time.
2. Death in the immediate family. (Same definition of immediate family.) Up to five days per year maximum. Not chargeable to leave time.
3. Death of a member of the non-immediate family. Up to three days. Chargeable to leave time.
4. Court subpoena or summons. As required by the court. Chargeable to leave time.
5. Income tax investigation. One day. Chargeable to leave time.
6. Graduation of the faculty member, spouse, son or daughter. One day if in Michigan, or up to three days outside of Michigan. Chargeable to leave time.
7. Marriage of the faculty member, two days; son or daughter, one day. Chargeable to leave time.
8. Necessary university or college appointments, not possible on other than school time, where the faculty's educational program of professional development is concerned. One Day. Chargeable to leave time.

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Article VI, Personal Leave of Absence Con't.

9. Upon written request to the applicable Department Chairman, a faculty member may be granted personal leave for one (1) day for religious holidays, or reasons other than those listed above. Such leave will be deducted from leave time.

B. UNPAID LEAVES OF ABSENCE

1. Military Leave: Request for unpaid military leave must be made within one week of receipt of orders to report for active duty whether by induction, enlistment, or call-up of Reservists or National Guard Personnel. The leave shall be for the period of required active duty. Incremental credits will be allowed.
2. Peace Corps: An unpaid leave may be granted for one tour of duty served as a member of the Peace Corps. One year of incremental credits will be allowed.
3. Overseas Teaching: An unpaid leave may be granted for one tour of duty served in an overseas teaching assignment. No incremental credits will be allowed.
4. Professional Leave of Absence:

- a. A leave of absence of up to one (1) year may be granted to any faculty member upon application for the purpose of advanced study in their own discipline or subjects pertaining to the theory of learning; or in other areas if agreeable to the faculty member and the administration, ~~or~~ [work experience in his field]. The Board may extend such leave beyond the one (1) year limit

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Article VI, B Con't.

if it so desires. Incremental credit will be allowed.

- b. A leave of absence of up to one (1) year may be granted to any faculty member upon application for the purpose of serving as an officer of any professional association or on its staff, including MAHE-NEA. The Board may extend such leave beyond the one (1) year if it so desires. No incremental credit will be allowed.

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Article VI

Political: An unpaid leave shall be granted for the period of campaigning for political office or for actual service in a full-time political office. Provided, however, that there shall be no disruption of classes and that the leave shall commence prior to the beginning of a regular term. 45 days advance notice must be given prior to the expected date the requested leave will commence. No incremental credits will be allowed. No leave time will be deducted.

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6. Individual faculty members desiring a sabbatical leave will submit a request in writing to the Board via a committee composed of his department chairman, Dean and the Association President or his representative. The committee will review the request and make a recommendation for or against granting the leave, citing the reasons. The request and recommendation will be forwarded through the President to the Board of Trustees for action.
 - a. Faculty members shall be eligible for sabbatical leave after each six (6) years of continuous service at this institution. Seniority in service shall be considered in the granting of such leaves.
 - b. The sabbatical leave shall be no longer than a period of three (3) consecutive terms. It may, at the option of the applying member, be one or two terms in length.
 - c. The salary for the sabbatical leave will be half-pay for three (3) terms, two-thirds pay for two (2) terms, or full-pay for (1) term. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he would have been placed had he taught in the College during such period.
 - d. Sabbatical leaves will be requested at least one term before the effective date.
 - e. All such leaves shall be limited to purposes that clearly promise reciprocal advantage to the College through the enhancement of personal competence by study, research,

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Article VI, Ae Sabbatical Leave Con't.

writing or cognate pursuits.

- f. No leaves whatsoever shall be granted for the taking of employment for pecuniary advantage elsewhere. This does not preclude the acceptance by an instructor of a grant or fellowship during the sabbatical.
- g. An instructor who receives a sabbatical leave shall return to the College for a period of one year or refund, on a prorated basis, the full salary and cost of fringe benefits received during the leave period.

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Article VI

6. A faculty member on unpaid leave shall retain all credits toward sabbatical leave and personal leaves but shall not accrue additional credits while on leave except as otherwise provided. He may continue to participate in other faculty benefits for the period of the leave by paying the cost of these benefits.

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Article VI, B

ADMISSION TO LANSING COMMUNITY COLLEGE COURSES

1. Faculty members will be granted tuition scholarships for courses they desire so long as there is no conflict with their own assignment.
2. Faculty dependents (including husband, wife or children) will be granted tuition scholarships for courses for which they meet entrance requirements.

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Article VI, G PHYSICAL EXAMINATIONS AND INNOCULATIONS

1. Pre-employment physical examinations shall be paid for by the Board. Selection of the physician to conduct the examination shall be made by the College. If the applicant desires to select his own physician it shall be at his own expense.
2. The Board shall arrange to have annual TB examinations provided free of charge to all faculty members.
3. The Board shall arrange to provide flu shots at cost annually in the fall to all faculty members who desire them.

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Article VI, H

FRINGE BENEFITS

	<u>1969-70</u>	<u>1970-71</u>
Life Insurance	\$7,500	\$10,000
Blue Cross/Blue Shield	\$20.00/mo.	Full Family
Liability	\$100,000/person \$300,000/occurrence \$2,000,000 umbrella	Same
LTD	60% 90 days	Same
Retirement	The normal retirement age shall be 65; after age 65 faculty members may continue to teach for an additional five years at the discretion of the Board.	
Tax Deferred Annuities	Faculty Contribution	Faculty Contribution

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A. Definitions

1. A "grievance" is a claim, by one or more faculty members, of improper application or interpretation of this Agreement and/or the Board's personnel policies.

2. Types of grievance

a. Type A

A claim based upon an event or condition which is not included in this Agreement which affects the welfare or condition of employment may be processed through Level Four but will not be arbitrable unless requested in writing by the Association.

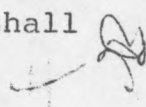
b. Type B

A claim based upon improper application or interpretation of this Agreement may be processed through the final Level including binding arbitration.

3. An "aggrieved faculty member" is the faculty member (or members) who is directly affected and therefore will make the claim. The Association is the aggrieved when Association rights have been allegedly violated. Association grievances will commence in writing at Level Two. Also, the Association may submit a grievance at Level One on behalf of an individual faculty member, provided all faculty members are equally and directly affected.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall



be kept as informal and confidential as may be appropriate at any level of the procedure.

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

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level, should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the faculty member within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement. The aggrieved party shall at all levels of the procedure have the right to counsel.

A supply of the grievance forms shall be on file with the Director of Employee Relations and the Association.

1. Level One (Grievances can be settled at level one without setting a precedent in future cases.)
 - a. A faculty member may within five (5) working days of the occurrence of the grievance orally discuss the matter with his appropriate Departmental Chairman or immediate supervisor with the objective of resolving the matter informally. If the aggrieved is not



satisfied with the disposition from the oral discussion and he wishes to further pursue the matter, he shall file the grievance in writing. The written grievance must be submitted to his appropriate Departmental Chairman or immediate supervisor within fifteen (15) working days of the occurrence of the grievance.

- b. Three (3) copies of this written grievance shall be prepared by the faculty member and he shall send one copy to each of the following: MAHE, appropriate Departmental Chairman or immediate supervisor, and the Director of Employee Relations.
- c. Within three (3) working days of the filing date, the Chairman (supervisor) will meet with the aggrieved in an effort to resolve it. A written answer shall be given within three (3) working days after such meeting. Copies of the answer shall be sent to the parties as in b. above.

2. Level Two

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered in time allowed, a letter shall within five (5) working days thereafter be transmitted by the faculty member to the Director of Employee Relations stating his desire to pursue the grievance to Level Two. At this level, the grievance or letter must be co-signed by the aggrieved and the Association.
- b. Within seven (7) working days of receipt of such

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grievance, the Director of Employee Relations or his designee will meet with the Association to discuss the issues. The aggrieved may be present and shall be present at the request of either the Director of Employee Relations or the Association. A written answer shall be given within ten (10) working days after receipt of such grievance.

- c. An Association grievance commencing at this level shall be filed within ten (10) working days of the alleged occurrence of such grievance.

3. Level Three

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered in the time allowed, a letter shall within five (5) working days thereafter be transmitted by the faculty member to the President stating his desire to pursue the grievance to Level Three. At this level, the grievance or letter must be co-signed by the aggrieved and the Association.
- b. Within seven (7) working days of receipt of such grievance, the President or his designee will meet with the Association to discuss the issues. The aggrieved may be present and shall be present at the request of either the President or the Association. A written answer shall be given within twelve (12) working days after receipt of such grievance.
- c. An Association grievance commencing at this level shall be filed within ten (10) working days of the alleged occurrence of such grievance.

4. Level Four

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level Three, he shall within five (5) working days thereafter transmit it by letter to the Secretary to the Board with a statement of reasons why it is being appealed. At the next regular meeting, the Board shall consider the grievance and shall prescribe such procedure as it may deem appropriate for consideration of the grievance. The Association and/or the aggrieved shall be guaranteed at least one personal appearance before the Board or its designated representative. The Board shall make a final decision thereon with fifteen (15) days thereafter.

5. Level Five

- a. If the decision of the Board is not satisfactory to the aggrieved, the grievance may be submitted to arbitration by written notice given by the Association within fifteen (15) days after receipt of the Board's decision. An impartial arbitrator shall be promptly selected by the parties from a panel of five (5) qualified persons prepared by the Michigan Labor Mediation Board in accordance with its procedures.
- b. The power of the arbitrator shall be limited to the interpretation of application of this Agreement and he shall have no power to alter, add to or subtract from the terms of this Agreement as written. The decision of the arbitrator shall be binding on all parties involved.

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

6. No grievance shall be processed unless initiated and carried to the next step within the time provided herein or as extended by mutual agreement, which agreement shall be provided in writing with copies submitted to both parties. If the Board and the Association mutually agree, the following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- a. Failure to re-employ any faculty member.
- b. Any claim or complaint for which there is another remedial procedure or forum established by law.

D. Grievance Hearings

Any faculty member officially engaged in grievance hearings under the terms of this provision and during regular working hours shall not suffer loss of salary.

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Article VIII

PROFESSIONAL BEHAVIOR

- A. The Board recognizes that the NEA-MEA Code of Ethics of July, 1968, of the Education Profession is considered by the Association as acceptable criteria of professional behavior. The Association shall deal with eithical problems in accordance with the terms of such Code of Ethics of the Education Profession.

- B. Alleged breaches of discipline or of the NEA-MEA Code of Ethics of the Education Profession shall be promptly reported to the offending faculty member and to the Association. The Association will use its best resources to correct breaches of professional behavior by any faculty member.

- C. A faculty member shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to such faculty member until a representative of the Association is present. A meeting of the Association representative, faculty member and the administration shall take place within five (5) working days of receipt of written notification of the intended disciplinary action.

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Article IX

EMPLOYMENT PRACTICES

A. Continuing Contracts

1. All full-time faculty members shall be issued a continuing contract after two years of satisfactory teaching at the College.

2. In the event a faculty member on a continuing contract is not to be offered a contract for the following year he will be notified in writing by December 31. He will then have recourse to the Grievance Procedure starting at Level Three.

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Article IX, B

ONE-YEAR TERMINAL CONTRACTS

1. The purpose of the "One-Year Terminal Contract" is to fill positions which are known to be temporary at the time of employment. The Association will be informed when a one-year terminal contract is offered and the reason therefore.

2. In the event that a faculty member on a One-Year Terminal Contract is rehired, he shall be offered a probationary contract at the second year level.

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Article IX, B

PROBATIONARY TWO YEAR CONTRACTS

1. New faculty members will be issued a probationary contract for each year during their first two year probationary period. In the event a faculty member on a probationary contract is not to be offered a probationary contract for his second year, he will be notified in writing by March 1. In the event a faculty member on a probationary contract is not to be offered a continuing contract after his second year, he will be notified by December 31. In either case he will have recourse to the Grievance Procedure starting at Level Three but excluding binding arbitration.

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Article IX, C

DATES OF ISSUE AND

RETURN OF CONTRACTS

1. Individual contracts for faculty members shall be issued within ten (10) days following ratification and approval of this master agreement.
2. Contracts for 1970-1971 will be issued to existing faculty upon ratification and approval of the reopened items agreed upon in this agreement covering the 1970-1971 contract year.
3. Said individual contracts are to be signed and returned to the Board of Trustees no later than three weeks after receipt of the individual's contract following ratification and approval of the master agreement.

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Article IX, D

EMPLOYMENT TERMINATION

PROCEDURES FOR CAUSE

1. A recommendation for termination of employment of a faculty member for cause shall be made in writing by the President. The faculty member may accept the dismissal for cause or may avail himself to the Grievance Procedure starting at Level Three.

2. Faculty members must notify the Board no later than April 15, of their intention to terminate employment.

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- A. There shall be a joint Association-Administration Committee for the purpose of institutional evaluation and planning. The committee will be named the Institutional Study and Evaluation Committee. The I.S. & E.C. will be composed of nine (9) Faculty members appointed by the Association, on the basis of equitable distribution among the four divisions, and four (4) members appointed by the President, one of whom will act as chairman.
- B. The function of the I.S. & E.C. will be to study the philosophy, purposes, objectives, and functions of the College in light of our presently existing facilities as well as facilities that are planned for the future. Recommendations of this committee will be presented to the President who may forward the recommendations to the Board for review. Operating on the assumption that, given the same information, different interest groups will not always reach the same conclusions, the committee will submit both majority and minority reports to the President when requested by any member of the committee.

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- A. 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 constitutional or by-law provisions of the Association heretofore in effect. All future full-time instructor 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 policies of the Board.
- B. Copies of this Agreement shall be provided by the Board to all instructors.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision 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.
- D. To facilitate the interpretation and administration of this Agreement, the negotiation teams shall meet at least once each month during the term of the Agreement.



Article XII, F

CONTRACT INTERPRETATION

Where the interpretation of provisions contained in this contract appear unworkable or subject to interpretation or where administrative procedures are required to implement the provisions, the President of the Association and the Director of Employee Relations may by mutual agreement meet to work out remedial procedures.

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SALARY

A=37 Weeks 1968-69 Salary

B=37 Weeks 1969-70 Salary

C=1969-70 Annual Salary

The formula for computing 1969-70 salary is as follows:

$$A + \frac{A}{10} = B ; (1.2162) \times B = C$$

Example: If A = \$10,000 then B =

$$10,000 + \frac{10,000}{10} = \$11,000$$

$$(1.2162) \times (11,000) = \$13,378$$

Promotion in rank shall merit a salary increase of \$500 and shall be paid starting in September of 1970.

Method of Salary Payment

37 Week Salary

Payments will be made in twenty (20) equal payments beginning September 26, 1969, and ending June 19, ~~1969~~ 1970.

Annual Salary

Payments will be made in twenty-six (26) equal payments beginning September 26, 1969, and ending September 13, 1970.

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REOPENING

During the duration of this agreement, negotiations concerning the basic salary schedule for 1970-1971 will be reopened on the first week in May, 1970. Other than this single provision, the parties acknowledge that during the negotiations which resulted in the 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 College and the Association, 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 subject or matter 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.

The Association agrees that so long as this Agreement is in effect the Administration shall have the right to discipline or discharge faculty members that are covered by this Agreement who engage in any strike, slowdown, stoppage of work, any disturbance on College property or other interference with work or threat or inducement of the same, for any reason whatsoever. The College agrees that so long as this Agreement is in effect there shall be no lockouts.

This has been modified

DB. 41

RANK DETERMINATION

Rank Quotas:

Rank quotas shall be immediately established and maintained at the following levels:

Instructor	35%
Assistant Professor	30%
Associate Professor	25%
Professor	10%

Committee Structure:

Recognizing the complexity involved in writing a fair and equitable promotion plan, the Board and the Association agree that a Committee on Rank be formed immediately upon ratification of this contract. This committee shall have a membership of four (4) faculty members, one from each division, chosen by the Association and three (3) administrators chosen by the Board.

Committee Charge:

The Committee on Rank is charged to write a promotion plan for faculty that is mutually acceptable to the Board and the Association. Furthermore, the promotion plan to be established must have an attrition procedure, but this procedure must account for the possibility that there may be more faculty eligible for promotion than the rank quotas would allow.

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Article XIII

DURATION OF AGREEMENT

This Agreement shall be effective as of September 15, 1969, and shall continue in effect until September 13, 1971. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF TRUSTEES

ASSOCIATION

By _____
Chairman

By _____
President

By _____
Secretary

By _____
Secretary

Date of Signing _____

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