AGREEMENT

BETWEEN

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

and

Lansing Community College Chapter

of the

Michigan Association for Higher Education

at Lansing Community College

Michigan State University LABOR AND INDUSTRIAL September 13, 1971 RELATIONS LIBRARY

9-16-13

Ken Hamilton Social Science Department Lansing Community College

TABLE OF CONTENTS

	14	50
I.	Recognition	3
II.	Duties of Association Officials	4
III.	Association Rights	5
IV.	Board Rights	5
V.	Privileges and Responsibilities	5
	A. Association Meetings	5
	B. Use of College Equipment	5
	C. Association Notices	6
	D. College Financial Information	6
	E. Faculty Involvment	6
	F. Evaluation of Faculty Members	6
	G. Personnel Files	7
	H. Board Agenda	7
	I. New Faculty	7
	J. Office Space	8
VI.	Conditions of Employment	8
	A. Academic Freedom	8
	B. Maximum Course Loads	9
	C. Overloads	11
	D. Course Preparations	11
	E. Faculty and Administrative Vacancies	12
	F. Transfers	12
	G. Dual Department Assignments	13
	H. Summer Programs	13
	I. College Week	13
	J. College Day	14
	K. Office Hours	14
	L. Structuring of Academic Calendar	14
	M. Student Advising	15
	N. Registration Period	15
	O. Sponsorship of Student Activities	16
	P. Attendance at College Functions	16
	Q. Secretarial Assistance	16
	R. Faculty Parking	16
	S. Faculty Facilities	16
	T. Safety	17
	U. Student Guidebook	17
	V. Meetings	17

Page

TABLE OF CONTENTS (Continued)

		0
	W. New Programs and Curricula Changes	17
	X. Civil Rights	19
VII.		19
	A. Leaves of Absence	19
	1. Sabbatical Leaves	20
		21
		22
	4. Unpaid Leaves of Absence	23
	B. Admission to Lansing Community College Courses	24
	C. Physical Examinations and Inoculations	24
	D. Fringe Benefits (Summary Sheet)	25
	E. Professional Journals and/or Organizations	25
VIII.	Grievance Procedure	26
	A. Definitions	26
	B. Purpose	26
	C. Procedure	26
	D. Grievance Hearings	29
IX.	Professional Behavior	29
X.	Employment Practices	30
	0	30
		30
	C. Probationary Two-Year Contracts	30
	D. Dates of Issue and Return of Contracts	30
	E. Employment Termination Procedure for Cause	31
		31
	0	33
	0	34
	Professional Compensation	34
		35
		36
	Duration of Agreement	37
	lix A, Academic Calendar for 1971-72	39
	lix B, Academic Calendar for 1972-73	40
* *	lix C, Faculty One-Year Terminal Contract	41
Append	lix D, Faculty Probationary Contract	42
Append	lix E. Faculty Continuing Contract	43

Page

AGREEMENT

BETWEEN

BOARD OF TRUSTEES of LANSING COMMUNITY COLLEGE of the State of Michigan

and

LANSING COMMUNITY COLLEGE CHAPTER of the MICHIGAN ASSOCIATION FOR HIGHER EDU-CATION at Lansing Community College.

THIS AGREEMENT entered into this thirteenth day of September, 1971 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 employment and other conditions of employment, and

WHEREAS, the parties have reached certain understandings:

ARTICLE I. 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.

- A. A full-time faculty member is defined as a person employed to teach more than 60% of the maximum contact load or more than two classes per term, whichever is greater. All other College employees, including those with secretarial, custodial, supervisory, para-professional or administrative responsibilities, are excluded from the bargaining unit.
- **B.** The Board agrees that it shall not terminate or cause loss of benefits to any present full-time members of the bargaining unit solely for the purpose of utilizing part-time or other employees to perform bargaining unit services.
- **C.** Titles of current bargaining unit members will not be changed if the title change excludes them from the bargaining unit unless the change is clearly a change in function as defined in A. above.
- **D.** In the event that the Board creates a new professional position, the President of the College, representing the Board, will inform the President of the Association of this new position prior to announcing it publicly.
- **E.** All members of the bargaining unit shall hereinafter be referred to as "faculty."
- **F.** The Board agrees not to negotiate with any faculty organization or individual within the bargaining unit other than the Association for the duration of this Agreement.
- **G.** The Board further recognizes that all new full-time faculty members are members of the bargaining unit and are represented by the Association from their first day of full-time services.

ARTICLE II. DUTIES OF ASSOCIATION OFFICIALS

The members of the Association's negotiating team, not to exceed six (6) in number, will not be assigned to any department or division committee commencing with the Winter term, 1973 and extending through the Summer term or until a new contract is ratified and approved.

The President of the Lansing Community College Chapter of the Michigan Association for Higher Education will not be assigned to any department or division committee during his period of office.

ARTICLE III. 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 conferred 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.

ARTICLE IV. 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.

ARTICLE V. PRIVILEGES AND RESPONSIBILITIES

A. Association Meetings

Rooms at the College may be used by the Association, the Senate and Senate Committees 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 Association shall have a minimum of one hour set aside during Faculty-Administration 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 the printing of the schedule.

B. 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 shall be determined in advance by the Controller of the College.

C. 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 the simultaneous delivery of a copy to the President of the College.

D. 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, if not already compiled in that form, unless mutually agreeable.

E. 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.

F. Evaluation of Faculty Members

- 1. Prior to formally evaluating faculty members, the appropriate administrative official shall consult with members of the bargaining unit in his division and/or department concerning criteria and methodology to be employed. The decision reached by the administrators concerning criteria and methodology of faculty evaluation will be published and distributed to all faculty members of the department or division concerned.
- 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 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 departmental chairman as soon as possible, but within two (2) working days.

G. Personnel Files

- 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 has been offered an opportunity to submit a written comment.
- 3. Potential employers shall have access to no files except the official personnel files kept by the Director of Employee Relations.

H. Board Agenda

The Association shall be entitled to appear on the Board agenda, provided a written notification, outlining the business to be discussed, is submitted to the President's office eleven (11) days or more before a regularly scheduled Board meeting.

I. New Faculty

The College will furnish the Association with the names and current addresses, within five working days from the date of return of a signed contract, of all new faculty members.

J. Office Space

The Board of Trustees agrees to furnish to the Association on a yearly basis free office space in the C.A.S. building of not less than 100 sq. ft.

ARTICLE VI. CONDITIONS OF EMPLOYMENT

A. Academic Freedom

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 be at all times 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. A faculty member 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.

B. Maximum Course Loads

- 1. Division of Technology, Health Careers and Fine Arts Variable class/laboratory contact hours per term. Refer to the Division of Technology self-study dated March 20, 1970, as amended August 6, 1971.
- 2. Division of Student Personnel Services
 - a. Counselors. The work load will be determined by the Departmental Chairman after consultation with the faculty and will be consistent with student needs.
 - b. Physical Education. Eighty (80) contact hours per 45week contract period distributed over four (4) terms. The maximum per term shall not exceed 22 contact hours.
- 3. Division of Business

Sixty-four (64) contact hours per 45-week contract period (48 contact hours per 37-week period).

a. The average load of 16 contact/laboratory hours per term shall be used to define a full-time faculty member under

Article I, Section A.

- b. Thirty-five (35) students per section are considered to be the optimum. It is recognized, however, that some sections (Community Services, AVT courses and others) may warrant larger class sizes.
- c. Two laboratory hours shall equal one contact hour. The contact hours limitations set forth above shall not be exceeded except as provided for in this Master Agreement.

These limitations on contact hours have no effect on the concept of a "full week's work for a full week's pay." Should a faculty member's contact hour limitation be reached prior to the conclusion of his contract period, he shall not be assigned additional contact hours. He shall, however, continue to perform a full week's work, but this work, exclusive of teaching approved by the Dean, may include but is not limited to assignments covering student recruitment, curriculum and course improvement and research, preparation for next term's courses, teaching technique development, and other assignments to improve the above items.

4. Division of Arts and Sciences

Credit or Contact Hours/Maximum Students per Section

F	W	Sp.	S
16/39	16/39	16/39	16/39
16/39	16/39	16/39	16/39
15/50	15/50	15/50	15/50
15/40	15/40	15/40	15/40
16/34	16/31	16/29	16/27
(Maximum of two (2) sections in Summer without in- structor's approval in Composition & Literature)			
16/25	16/25	16/25	16/25
15/26	15/26	15/26	15/26
15/32	15/32	15/32	15/32
18/30	18/30	18/30	18/30
21/30	21/30	21/30	17/30
	16/39 16/39 15/50 15/40 16/34 sections Compositi 16/25 15/26 15/22 15/32	16/39 16/39 16/39 16/39 15/50 15/50 15/40 15/40 16/34 16/31 sections in Summ Composition & Litt 16/25 16/25 15/26 15/26 15/32 15/32 18/30 18/30	16/39 16/39 16/39 16/39 16/39 16/39 16/39 16/39 16/39 15/50 15/50 15/50 15/40 15/40 15/40 16/34 16/31 16/29 sections in Summer without Composition & Literature) 16/25 16/25 16/25 16/25 16/25 15/26 15/26 15/26 15/32 15/32 15/32 18/30 18/30 18/30

a. Maximum student load for an instructor assigned exclusively to Natural Science will be 180 students (6 sections).

b. In assignment of Natural Science and one other science course, an instructor is limited to a maximum load of 150 students. (4 Natural Science sections and one other science course).

c. In assignment of Natural Science and two other science courses, an instructor is limited to a maximum load of 120 students. (2 Natural Science sections and 2 other science courses).

- d. In assignment of instructors not involved in any Natural Science courses, an instructor is limited to a maximum load of 90 students. (3 sections).
- e. Maximum student load in the Summer term is limited to 60 students. (2 sections).
- f. Where Natural Science faculty have full responsibility for Natural Science sections, as would occur in evening sections, they shall be credited with 6 contact hours per section.
- 5. Contract Option

Each faculty member shall have an option of the 45-week or 37-week contract each year.

- 6. Maximum Course Loads by Department and Division Because the Summer term is only 8 weeks long and the onehour class meetings are increased proportionately for each class, the maximum full course load is ⁴/₅ of the load during the regular terms.
- 7. Summer Work Load

The Summer work load may be fulfilled in one of the two ways, or a combination of these two, not to exceed the maximum course loads specified by division or department in B, 1 through B, 4 above: (1) Regular Classes, (2) Special Projects.

C. Overload

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

D. Course Preparation

- 1. Arts and Sciences
 - a. A faculty member shall not normally be assigned more than two separate preparations per term. When the needs of the department dictate, the departmental 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 Division and Technology, Health Careers and Fine

Arts Division

- 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.

E. Faculty and Administrative Vacancies

- 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 departmental 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 applications 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. In filling departmental faculty and chairman vacancies, the departmental 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 departmental chairman. Should a recommendation be rejected within the established channels, the departmental

faculty and chairman are entitled to again submit a recommendation.

4. The ultimate authority regarding the filling of all vacancies is retained by the Board.

F. 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:
 - a. Consultation within the department by the faculty members concerned, and
 - b. Consultation by the faculty members of the department and departmental chairman concerned.

If no agreement is reached, the departmental 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.

G. 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.

H. 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 May 1, except by mutual agreement between the administration and the Association.

I. College Week

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 (2) consecutive days free of classes during a calendar week.
- 3. Assignments to Saturday classes shall be for one term only during any academic year.

J. College Day

- 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 5:00 P.M.
- 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. Each faculty member is expected to be on campus everyday, Monday through Friday, for consultation with students. (It is recognized that effective consultation may take place in other than the formal atmosphere of an office.)

K. Office Hours

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

L. Structuring of Academic Calendar

1. The 1971-72 academic calendar is included in Appendix A. The 1972-73 academic calendar is included in Appendix B.

- 2. It is agreed in principle that the target date for the beginning of Fall term in future years shall be September 15, unless the fifteenth falls on a Friday, Saturday or Sunday, when the first day of Fall term shall be on the following Monday.
- 3. The first five days of the Fall term shall be set aside as Faculty-Administration days. A committee of four Association representatives, one from each division, and four administrative representatives shall be responsible for planning, preparing and evaluating the program for Faculty-Administration days. The committee shall make its recommendations to the designated administrative official. The last day shall be set aside for faculty preparations for classes and other activities and programs initiated by the Faculty Association. One program during Faculty-Administration days may consist of a joint meeting of the Faculty Association (or its Senate) and administrative personnel (the exact time, nature and composition to be recommended by the committee on Faculty-Administration days).
- 4. If any of the following four holidays—Thanksgiving, the day after Thanksgiving, Memorial Day and Independence Day—falls during the faculty member's term of assigned employment, it shall be a paid holiday and count as part of the week in which it occurs.
- 5. The 37-week contracts shall consist of 185 days. All holidays falling within the terms taught and as specified in L, 4 above shall be paid holidays.
- 6. The 45-week contracts shall consist of 225 days, four of which shall be paid holidays—the four mentioned in item 4 above. This leaves 221 College days for which those on 45-week contracts are responsible, as specified in the calendar.

M. Student Advising

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

N. 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.

O. Sponsorship of Student Activities

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

P. Attendance at College Functions

- 1. Other than as chaperones and sponsors, attendance at all College functions and activities shall be voluntary, with the exception of commencement exercises, which is mandatory.
- 2. Faculty members attending those College-sponsored functions for which academic attire is required shall have the attire furnished by the College.
- 3. 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.

Q. Secretarial Assistance

The duties of each departmental secretary will include secretarial assistance in an equitable manner to all faculty members of the department to the maximum extent possible.

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

S. Faculty Facilities

Faculty may have unlimited access to their assigned offices and/or classrooms during the normal hours of operation of the College. If faculty members desire access after 5:00 P.M. on Saturday or on Sunday, they should contact the custodians or the security watch to gain admittance. Identification cards will be shown and the faculty members will be required to register when entering and leaving the building.

T. Safety

Every effort will be made to assure the 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.

U. Student Guidebook

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

V. Meetings

- 1. Faculty members shall attend departmental, divisional and general faculty meetings as scheduled by their respective chairmen, deans, or the President during the 8:00 A.M. to 5:00 P.M. working day, Monday through Friday of the academic year as defined by the academic calendar.
- 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.

W. New Programs and Curricula Changes

- 1. Academic Council Representation
 - a. The recommendation of new programs for the College to the State Board of Education is the responsibility of the Board of Trustees.
 - b. The responsibility for recommending new programs and curricula changes to the Board of Trustees is the responsibility of the President.

- c. The responsibility for preparing new program recommendations and curricula changes rests with the administration and faculty of the College coupled with advice and counsel from the Academic Council.
- d. 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 recommendation for adoption of new programs.
- e. The Academic Council, composed of the four divisional Deans and the Director of the Learning Resource Division, 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 Arts and Sciences.
 - (2) Two members from Technology, Health Careers, and Fine Arts.
 - (3) One member from Business.
 - (4) One member from Student Personnel Services.
 - (5) One staff member from the Learning Resource Divivision.
- f. Meetings of the Academic Council will be chaired by the President or his designated representative. Each member shall have one (1) vote and the President or his representative will vote in the event of a tie.
- g. 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 action.
- 2. Divisional Council Representation

When the individual divisional councils or comparable bodies meet to discuss academic matters, the faculty representation shall be as follows:

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

Each faculty member will be a voting member.

X. 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.

ARTICLE VII. FACULTY BENEFITS

A. 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 longterm 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.

All leaves of absence, except for emergency illness and unforeseen emergencies (handled at the discretion of the departmental chairman involved), 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 the faculty member's 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 and for personal, political, professional and all other reasons 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 three (3) days per term. 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 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.

The Board shall establish an Association sick-leave bank by multiplying the number of faculty in the bargaining unit by one and one-half (1.5) days per year. Bank days shall not accumulate to more than 350 days. Members of the bargaining unit may draw on the leave bank after fifteen (15) consecutive days of absence and after exhausting their personal accumulation of sick-leave days. Faculty may draw days from the leave bank until Long-Term Disability Insurance becomes effective. The Director of Employee Relations shall administer usage of the sick-leave bank. Once the supply of days has been exhausted, it will not be replenished during that academic year. 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.

1. Sabbatical Leave

Individual faculty members desiring sabbatical leave will submit a request in writing to the Board via a committee composed of his departmental 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 fullpay for one (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, 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.
- 2. Unpaid Leaves for Medical Reasons
 - a. 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 (1) year after all accumulated leave has been used.

- b. Maternity: Request for this type of leave must be made at least six (6) months prior to the expected birth or adoption of the child, 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 (1) 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.
- c. 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 (½) day will be deducted.)

3. Leaves for Personal Reasons

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

- a. 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, son-in-law, and daughter-in-law. Up to five (5) days per year maximum. Not chargeable to leave time.
- b. Death in the immediate family. (Same definition of immediate family.) Up to five (5) days per year maximum, for the purpose of attending the funeral or making necessary arrangements. Not chargeable to leave time.
- c. Death of a member of the non-immediate family. Up to three (3) days per year. Chargeable to leave time.
- d. Court subpoena or summons. As required by the court. Chargeable to leave time. Court subpoena or summons resulting from employment at the College shall not be charged to leave time. (For jury duty, see Board Policy #7480.)
- e. Income tax investigation. One (1) day maximum. Chargeable to leave time.

- f. Graduation of the faculty member, spouse, son or daughter. One (1) day if in Michigan, or up to three (3) days outside of Michigan. Chargeable to leave time.
- g. Marriage of the faculty member, two (2) days; son or daughter, one (1) day. Chargeable to leave time.
- h. Necessary university or college appointments, not possible on other than school time, where the faculty member's educational program or professional development is concerned. One (1) day per year maximum. Chargeable to leave time.
- i. Upon written request to the applicable departmental chairman, a faculty member will be granted personal leave for one (1) day per year maximum for religious holidays or reasons other than those listed above. Such leave will be deducted from leave time.
- 4. Unpaid Leaves of Absence.

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.

- a. Military Leave: Request for unpaid military leave must be made within one (1) 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.
- b. Peace Corps: An unpaid leave may be granted for one (1) tour of duty served as a member of the Peace Corps. One (1) year of incremental credits will be allowed.
- c. Overseas Teaching: An unpaid leave may be granted for one (1) tour of duty served in an overseas teaching assignment. No incremental credits will be allowed.
- d. Professional Leave of Absence:
 - (1) 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 his own discipline or subjects pertaining to the theory of learn-

ing, or for work experience in his field, or in other areas, if agreeable to the faculty member and the Administration. The Board may extend such leave beyond the one (1) year limit if it so desires. Incremental credit will be allowed. Such request shall be made 90 days prior to the commencing day of the leave.

- (2) 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 the Michigan Association for Higher Education-National Education Association. The Board may extend such leave beyond the one (1) year if it so desires. No incremental credit will be allowed. Such request shall be made 90 days prior to the commencing day of the leave.
- e. 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. Forty-five (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.

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. Full-time faculty dependents and dependents of other fulltime staff members of Lansing Community College (including husband, wife or children) will be granted tuition scholarships for courses for which they meet entrance requirements. These students will not be included in meeting the maximum class sizes mentioned in Article VI, B of this Agreement.

C. Physical Examinations and Inoculations

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 tuberculosis 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.

D. Fringe Benefits (Summary Sheet)

1971-1973

- 1. Life Insurance
- \$10,000 plus AD & D
- 2. Full family hospitalization on Blue Cross/Blue Shield MVF - 1
- 3. Liability
- 4. Long-Term Disability
- 5. Tax Deferred Annuities
- 6. College Travel

7. Retirement

\$100,000/person \$300,000/occurrence \$5,000,000 umbrella

60% 90 days

Faculty Contribution

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

- a. By car, twelve cents (.12) per mile, not to exceed coach air rates over the most direct route, or
- b. By commercial carrier, the actual cost, less federal taxes.

The normal retirement age shall be 65; after age 65 faculty members may continue to teach for periods of one (1) year or less for an additional five (5) years at the discretion of the Board.

E. Professional Journals and/or Organizations

Each faculty member may draw up to \$10 per year for subscriptions to professional journals or membership in professional organizations other than those engaged in collective bargaining.

ARTICLE VIII. GRIEVANCE PROCEDURE

A. Definition

- 1. A grievance is defined as an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement and/or the Board's Personnel Policies.
- 2. 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 (Grievance 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 (1) copy to each of the following: Michigan Association for Higher Education, 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. Failure of the supervisor to respond in writing shall move the grievance to the next level of the grievance procedure. 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 the time allowed, a letter shall be transmitted within five (5) working days thereafter by the faculty member to the Director of Employee Relations, stating his desire to pursue 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 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 be transmitted within five (5) working days thereafter 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 decision of the President or his designee is not satisfactory to the aggrieved, the grievance may be submitted to arbitration by written notice given by the Association within thirty (30) working days after receipt of the President's decision. An Arbitrator shall be selected in accordance with the procedures of the American Arbitration Association.
 - b. The power of the arbitrator shall be limited to the interpretation or 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.
 - c. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

- d. The parties shall be responsible for the payment of witnesses called to testify in their behalf.
- 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 President 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.

ARTICLE IX. PROFESSIONAL BEHAVIOR

- A. The Board recognizes that the National Education Association-Michigan Education Association 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 ethical problems in accordance with the terms of this Code of Ethics of the Education Profession.
- **B.** Alleged breaches of discipline or of the National Education Association-Michigan Education Association 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.

ARTICLE X. EMPLOYMENT PRACTICES

A. Continuing Contracts

- 1. Each full-time faculty member shall be issued a continuing contract after two (2) 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.

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 therefor.
- 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.

C. Probationary Two-Year Contracts

New faculty members will be issued probationary contracts 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.

D. Dates of Issue and Return of Contracts

- 1. Individual contracts for faculty members shall be issued within ten (10) working days following ratification and approval of this Master Agreement.
- 2. Contracts for the 1972-73 academic year will be issued to returning faculty members prior to September 18, 1972.

- 3. Said individual contracts are to be signed and returned to the Board of Trustees no later than three (3) weeks after receipt of the individual's contract, following ratification and approval of the Master Agreement.
- 4. Copies of the continuing contract, the one-year terminal contract, and the probationary two-year contract will be included in the Appendix of this Agreement.

E. Employment Termination Procedure 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 of the Grievance Procedure starting at Level Three.
- 2. A faculty member must notify the Board, no later than April 15, of his intention to terminate employment.

ARTICLE XI. AGENCY SHOP

A. Any faculty member of the bargaining unit who is a member of the Association or who has applied for membership may sign and deliver to the Association, which shall deliver to the Board an assignment authorizing deduction of Professional Dues in the Association which sum shall be in the amount of \$137.00 for the contract year 1971-72 and shall thereafter be as established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth $(\frac{1}{10})$ of such dues at regular intervals ending no later than June first such as shall be agreed upon by the parties hereto. This paragraph shall be effective retroactively to September 13, 1971, and all sums payable hereunder shall be determined from said date.

B. Starting September 18, 1972:

1. All faculty members of the bargaining unit as a condition of continued employment may sign and deliver to the Board an assignment authorizing deduction of Professional Dues in the Association to the amount as established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth $\binom{1}{10}$ of such dues at regular intervals, ending no later than June first, such as shall be agreed upon by the parties hereto.

- 2. Any faculty member of the bargaining unit who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of Fall term shall, as a condition of employment, pay as a Representation Benefit Fee to the Association an amount equal to the Professional Dues of the Association, provided, however, that the faculty member may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph 1. In the event that a faculty member shall not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deductions, as provided in the preceding paragraph, the Board may cause the termination of employment of such faculty member. The parties expressly recognize that the failure of any faculty member to comply with the provisions of this Article is just and reasonable cause for discharge from employment, since the establishment of said Representation Benefit Fee is herewith deemed to be the sums required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.
- 3. The procedure in all cases of discharge for violation of this Article shall be as follows:
 - a. The Association shall notify the faculty member of noncompliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
 - b. If the faculty member fails to comply, the Association may file charges in writing with the Board and shall request termination of the faculty member's employment.
 A copy of the notice of non-compliance and proof of service shall be attached to said charges.
 - c. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the

processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Benefit Fee.

- 4. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding sections A and B of this Article of the collective agreement at its own expense. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
 - a. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 - b. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision to any court or other tribunal regarding the validity of said sections or the damages which may be assessed against the Board by any court or tribunal.
 - c. The Association has the right to choose the legal counsel to defend any such suit or action.
 - d. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- 5. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Representation Benefit Fee, the Board agrees promptly to disburse said sums to the Association.

ARTICLE XII. AGREEMENT EFFECTUATION

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. One hundred extra copies shall be provided to the Association within five (5) days of printing.
- 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 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.

ARTICLE XIII. AGREEMENT INTERPRETATION

To facilitate the interpretation and administration of this Agreement, where interpretation of provisions contained in this contract appear unworkable by either party to the contract, or in need of interpretation by either party to the contract, or where administrative procedures are required to implement the provisions, the representative of the President of the Association and the Director of Employee Relations shall meet on the initiation of either party to determine provision interpretation and/or remedial procedures required. Such determinations, if mutually agreed upon, shall be submitted in writing to the Association Senate by the President of the Association and submitted in writing to the L.C.C. Board of Trustees or its duly authorized agent by the Director of Employee Relations for their approval and confirmation. Upon approval and confirmation by both constituent agencies, the determined interpretation and/or procedure shall be considered a part of the Agreement.

ARTICLE XIV. PROFESSIONAL COMPENSATION

Salary:

A. 45-week salary:

1971-72 salary = 1970-71 45-week salary plus \$862. 1972-73 salary = 1971-72 45-week salary plus \$914.

B. 37-week salary:

1971-72 salary = 1970-71 37-week salary plus \$709. 1972-73 salary = 1971-72 37-week salary plus \$752.

NOTE:

The conversion factor for 37-week and 45-week salaries shall be as follows:

45-week salary = 37-week salary times 1.2162.

37-week salary = 45-week salary times 0.8222.

ARTICLE XV. DECLARATION OF GOOD FAITH

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.

- A. 1. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. During the term of this Agreement neither the Association nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment) for any purpose whatsoever.
 - 2. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or executive officials because of any decisions, actions or statements made either personally or in the course of their official duty relative to collective bargaining, the administration of this Agreement or the educational policies of the College. The Association further agrees that it will neither take nor threaten to take any reprisals against the Board, or any member thereof, by reason of any decisions, actions or statements made by them either personally or in the course of their official duty relative to collective bargaining, in the administration of the Agreement or the educational policies of the College.
- **B.** 1. The Association will not support the action of any teacher taken in violation of this Article.
 - 2. Violation of this Article by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of discipline or penalties.
 - 3. The College will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association in the event of violation of this Article.

ARTICLE XVI. PROMOTION

A. Rank Quotas

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

- 1. Instructor 35%
- 2. Assistant Professor 30%
- 3. Associate Professor 25%
- 4. Professor 10%
- **B.** Promotions in rank shall be awarded in increases of one or more rank increments per individual for those recommended and approved.
- C. Departmental chairmen and faculty members may recommend methods of merit evaluation to the appropriate dean. After due deliberation and after consultation with the other deans and the President, each dean will determine and promulgate in writing the method of merit evaluation to be used in his division.

The actual evaluation of individual faculty members shall be made by the departmental chairman, using the method set forth by his dean.

The faculty member shall be made aware of his merit rating.

- 1. In order to improve equity among the divisions, all divisions are to use merit ratings which may vary between 0 and 50. The average merit value is to be 25 per faculty member for each division.
- 2. The departmental chairman, the faculty member involved and the Director of Employee Relations by unanimous agreement shall recommend to the President via the appropriate dean the applicable experience and education for each individual faculty member in compliance with the outline of Figure 1.
- **D.** Merit ratings shall be submitted by the departmental chairman via his dean to the Director of Employee Relations.

The President of the Association and the Director of Employee Relations shall multiply the merit rating by the experience factor and shall arrange the results from the largest to smallest numerical value and allocate said values in accordance with the percentages described in paragraph A above. No promotion to Professor or Associate Professor shall be made unless the faculty member concerned shall have a merit rating at least above average.

- **E.** The entire list shall be submitted to the President for recommendation to the Board for action.
- **F.** The departmental chairman, dean, and faculty members should work together to help the faculty member progress as rapidly as possible in accordance with this plan. If any faculty member fails to meet the qualification requirements for his rank, he shall not be reduced in rank without having one year to improve his performance.
- **G.** In conducting merit evaluations, use shall be made of various groups knowledgeable of the faculty member's performance. If appropriate, this will include evaluation by peers and colleagues, students, and members of the community.

FIGURE 1

Calculation of Experience and Education

1. Education

B.A. Degree	4 years $= 4$ points
1st M.A. or M.S.	6 years
2nd M.A. or M.S.	7 years
Diploma for Advanced	7 years without Master's
Graduate Study	8 years with Master's
or	
Specialist in Education	
Ph.D. or Ed.D.	9 years

2. Experience

All experience in a given position shall be calculated on the basis of one to one credit point for the first four years— $\frac{1}{2}$ credit for the next 4 years and $\frac{1}{4}$ credit for the succeeding years.

Educational:

Count each 9 months as a full year not to exceed one year for each full college or school year. Count any part-time teaching in ratio to a full load.

ARTICLE XVII. DURATION OF AGREEMENT

This Agreement shall be effective as of September 13, 1971, and shall continue in effect until midnight, September 16, 1973. This Agreement

shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF TRUSTEES By: John H. Dart Chairman

By: David D. Diehl Secretary Date of Signing: ASSOCIATION By: Edward Taylor, Jr. President By: Barry Stearns Secretary

APPENDIX A

ACADEMIC CALENDAR FOR 1971-72

FALL TERM - 1971

Faculty-Administration Days	September 13-17
Registration	September 20, 21
Preparation/Records Day	September 22
Classes Begin	September 23
Thanksgiving	November 25, 26
Last Day of Classes	December 3
Evaluation and Examination Period	December 6-10

WINTER TERM - 1972

January 3, 4
January 5
January 6
March 15
March 16, 17, 20, 21, 22

SPRING TERM — 1972

Registration	March 27, 28
Preparation/Records Day	March 29
Classes Begin	March 30
Memorial Day	May 29
Last Day of Classes	June 8
Evaluation and Examination Period	June 9, 12, 13, 14, 15
Graduation Day	June 11

SUMMER TERM — 1972

Registration
Classes Begin
Fourth of July Vacation
Last Day of Classes

5

June 21 June 22 July 3, 4 August 18

APPENDIX B

ACADEMIC CALENDAR FOR 1972-73

FALL TERM - 1972

Faculty/Administration Days	September 18-22
Registration	September 25, 26
Preparation/Records Day	September 27
Classes Begin	September 28
Thanksgiving	November 23, 24
Last Day of Classes	December 8
Evaluation and Examination Period	December 11-15

WINTER TERM - 1973

Registration	January 3, 4
Preparation/Records Day	January 5
Classes Begin	January 8
Last Day of Classes	March 16
Evaluation and Examination Period	March 19-23

SPRING TERM - 1973

Registration	March 27, 28
Preparation/Records Day	March 29
Classes Begin	March 30
Memorial Day	May 28
Last Day of Classes	June 8
Evaluation and Examination Period	June 11-15
Graduation Day	June 10

SUMMER TERM - 1973

Registration Classes Begin Fourth of July Last Day of Classes June 11-15 June 10 June 20

June 21 July 4 August 16

APPENDIX C

LANSING COMMUNITY COLLEGE FACULTY ONE-YEAR TERMINAL CONTRACT

This Contract is made between the Board of Trustees of LANSING COMMUNITY COLLEGE (hereinafter called the Board), and_______, (hereinafter called

the Faculty Member).

The Faculty Member hereby contracts with the Board and the Board hereby agrees to hire the Faculty Member to teach in the Lansing Community College for ______ weeks during the school year commencing September ______. Such appointment shall continue in full force and effect, for the above stated school year only, as provided in and subject to the current Master Agreement between the Board and the Faculty Association.

The Faculty Member shall perform the duties of his position in accordance with the existing policies, rules and regulations of the Board of Trustees of the Lansing Community College; and such policies, rules and regulations as are hereafter adopted by the Board of Trustees of Lansing Community College during the period of this contract.

For and in consideration of such services for the school year set forth above, the Board will pay to the Faculty Member the sum of

\$_____.

Lansing Community College

By_

Chairman, Board of Trustees

Faculty Member

Date

This document must be dated, signed and filed at the Personnel Office of Lansing Community College within three weeks from the date hereof or this proposal is void. The duplicate copy of this document may be retained by you if you intend to accept this position. Otherwise, please return both unsigned copies immediately to the Personnel Office, Lansing Community College.

APPENDIX D

LANSING COMMUNITY COLLEGE FACULTY PROBATIONARY CONTRACT

This Contract is made between the Board of Trustees of LANSING COMMUNITY COLLEGE (hereinafter called the Board), and________, (hereinafter called

the Faculty Member).

The Faculty Member hereby contracts with the Board and the Board hereby agrees to hire the Faculty Member to teach in the Lansing Community College for ______ weeks during the school year commencing September ______. Such appointment shall continue in full force and effect, for the above stated school year only, as provided in and subject to the current Master Agreement between the Board and the Faculty Association.

The Faculty Member shall perform the duties of his position in accordance with the existing policies, rules and regulations of the Board of Trustees of the Lansing Community College; and such policies, rules and regulations as are hereafter adopted by the Board of Trustees of Lansing Community College during the period of this contract.

For and in consideration of such services for the school year set forth above, the Board will pay to the Faculty Member the sum of

\$_____

Lansing Community College

By_

Chairman, Board of Trustees

Faculty Member

Date

This document must be dated, signed and filed at the Personnel Office of Lansing Community College within three weeks from the date hereof or this proposal is void. The duplicate copy of this document may be retained by you if you intend to accept this position. Otherwise, please return both unsigned copies immediately to the Personnel Office, Lansing Community College.

APPENDIX E

LANSING COMMUNITY COLLEGE FACULTY CONTINUING CONTRACT

the Faculty Member).

The Faculty Member, having been employed by the Board for two (2) or more consecutive years, hereby contracts with the Board and the Board hereby agrees to hire the Faculty Member to teach in the Lansing Community College for ______ weeks during the school year commencing September ______. Such appointment shall continue in full force and effect until modified by agreement of the parties or terminated as provided in the Master Agreement between the Board and the Faculty Association. This contract is subject to the terms of said Master Agreement.

The Faculty Member shall perform the duties of his position in accordance with the existing policies, rules and regulations of the Board of Trustees of the Lansing Community College; and such policies, rules and regulations as are hereafter adopted by the Board of Trustees of Lansing Community College during the period of this contract.

For and in consideration of such services for the school year set forth above, the Board will pay to the Faculty Member the sum of

\$_____.

Lansing Community College

By_

Chairman, Board of Trustees

Faculty Member

Date

This document must be dated, signed and filed at the Personnel Office of Lansing Community College within three weeks from the date hereof or this proposal is void. The duplicate copy of this document may be retained by you if you intend to accept this position. Otherwise, please return both unsigned copies immediately to the Personnel Office, Lansing Community College.