Sept 14, 1975

AGREEMENT Michigan State University

LABOR AND INDUSTRAL
RELATIONS LIBRARS

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

September 17, 1973

Lansing C. C. 419 M. Capital Lansing 48 414 y Community College

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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 seventeenth day of September, 1973 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 bargaining unit personnel, wih 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, Librarians and Counselors. Also all regular part-time faculty who teach one-fourth of the average contact load of the full-time faculty members in their respective departments; all full-time laboratory technicians; all part-time laboratory technicians

and part-time librarians working ten hours a week or more, and the laboratory supervisor; EXCLUDING all part-time laboratory technicians holding positions through the cooperative program with Michigan State University, and all other employees.

- A. A full-time faculty member is defined as a person employed to work more than 60% of the maximum contact load or more than two classes per term, whichever is greater.
- **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.
- **D.** All members of the bargaining unit shall hereinafter be referred to as "faculty."
- **E.** 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.

ARTICLE II. DUTIES OF ASSOCIATION OFFICIALS

- A. The Chairperson of the Association's negotiating team will not be assigned to any department or division committee or registration activities commencing with the Winter term prior to the expiration date of the contract and extending through the Summer term, or until a new contract is ratified and approved. Two other members of the Association's negotiating team will not be assigned to any department or division committee or registration activities commencing with the Spring term prior to the expiration date of the contract and extending until a new contract is ratified and approved. The remaining members of the negotiating team, not to exceed three (3) in number will not be assigned to any department or division committee or registration activities commencing with the Summer term prior to the expiration date of the contract and extending until a new contract is ratified and approved.
- **B.** The Association's President and Grievance Chairperson will not be assigned to any department or division committee or any registration activities during their 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 cost shall be determined in advance by the Business Manager 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 the full-time members of the bargaining unit in the 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 two terms prior to any formal evaluation. The primary purpose of evaluation is the improvement of the faculty members' performance.
- 2. If an unsatisfactory evaluation or interview might result in disciplinary action, suspension or discharge, 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/her shall become part of his/her record. The faculty member shall be given a written statement listing reasons for any charges against him/her.

- 3. No faculty member shall be reprimanded, demoted or discharged without just cause.
- 4. Complaints received against a faculty member by the administration shall be transmitted to the faculty member and the respective department chairperson as soon as possible, but within not more than five working days.
- 5. Evaluation of part-time faculty members shall be conducted in the same manner as is provided in Section F of Article V of the Master Agreement, except that the words "disciplinary action" contained in line two of subparagraph 2 shall apply only to the period covered by his/her Instructional Agreement.

G. Personnel Files

- 1. Each faculty member may, upon written request, review the contents of his/her 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/her 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/she will appoint someone to act in his/her behalf.
- Nothing will be placed in a faculty member's official personnel file unless he/she 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 Personnel.

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 except parttime.
- 2. The College will provide the Association with a term-byterm departmental listing of all part-time faculty members who are currently employed by the College.

J. Office Space

The Board of Trustees agrees to furnish to the Association on a yearly basis free office space on campus of not less than 100 square feet.

ARTICLE VI. CONDITIONS OF EMPLOYMENT

A. Academic Freedom

Faculty members 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/she 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/her 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/her permission.

B. Work Assignments

1. Division of Applied Arts and Science

16 lecture contact hours (30 students or more in each section) 18 lecture contact hours (29 students or less in each section) Other activities related to and in support of these contact hours of teaching assignments.

One and one-third laboratory contact hours shall equate as one lecture contact hour.

If a faculty member's total contact hour assignment for any term be less than the full week's teaching assignment described above, he/she shall be given other assignments in order to provide for a full week's work. For non-teaching assignments and for any special laboratory or lecture type assignment requiring no preparation, grading, or other outside related work assignments should be prorated based on 40 hours of this type work being equivalent to a full week's work.

Assignments of the full week's work, as defined above, may deviate (over or under) by as much as the equivalent of two lecture contact hours for any term. However, for the entire contract period, the average number of contact hours and equated "other assignments" combined cannot exceed the full work week described above.

The limitations on contact hours have no effect on the concept of a "full week's work for a full week's pay."

Department chairpersons will attempt to assign faculty members in such a way that no individual faculty member teaches more than two sequential terms in evening college. Exceptions to this guideline will be used, when desirable, to either provide a full teaching load for a faculty member or to provide for teaching classes at times when students are available and when the competency of a faculty member indicates that he/she is the best qualified person available to teach the class.

Department chairpersons will make the following assignments to faculty members only when necessary to achieve a full teaching load:

- a. More than two evenings of teaching each week.
- b. A morning class before 9:00 a.m. following an evening class assignment ending as late as 8:30 p.m.
- c. A morning class before 10:00 a.m. following an evening class assignment ending after 8:30 p.m.
- d. Classes in morning, afternoon, and evening of the same day.

It is the responsibility of the Dean of the Division of Applied Arts and Science to make sure that use of any of items "a" through "d" is necessary to provide a full teaching load for a faculty member. Any faculty member's load assignment that includes the use of any of items "a" through "d" above must be brought to the attention of the Dean. The Dean of the Division shall conscientiously attempt to work out with the faculty member and the department chairperson a solution to provide a full load and yet avoid the types of assignments listed in items "a" through "d".

- e. A faculty member shall be assigned no more than three preparations per term.
- f. One additional preparation may be assigned, if necessary, in order to achieve a full teaching load for each faculty member.

It is the responsibility of the Dean of the Division of Applied Arts and Science to make sure that the assignment of a fourth preparation is necessary to provide a full teaching load for a faculty member. Any faculty member's load assignment that includes a fourth preparation must be brought to the attention of the Dean. The Dean of the Division shall conscientiously attempt to work out with the faculty member and the department chairperson a solution to provide a full load and yet avoid the fourth preparation assignment.

g. 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 "e" and "f" above.

2. Division of Arts and Sciences

Full-time faculty assigned to teaching in the evening up to 8:30 p.m. will not be assigned a class prior to 9:00 a.m. the following morning, except with the faculty member's approval.

Full-time faculty assigned to teaching in the evening after 8:30 p.m. will not be assigned a class prior to 10:00 a.m. the following morning, except with the faculty member's approval.

| Maximum | Credit | or | Contact | Hours/ | Maximum | Students |
|-------------|--------|----|---------|--------|----------------|----------|
| per Section | | | | | | |

| | per beetie | 'AA | | |
|------------------|---------------------|--------|--------|--------|
| | \mathbf{F} | W | Sp. | S |
| Social Science | 16/39 | 16/39 | 16/39 | 16/39 |
| Humanities | 16/39 | 16/39 | 16/39 | 16/39 |
| Mathematics | | | | |
| Laboratory | 15/50 | 15/50 | 15/50 | 15/50 |
| Transfer | 15/40 | 15/40 | 15/40 | 15/40 |
| Language Arts | | | | |
| Composition & | | | | |
| Literature | 16/34 | 16/31 | 16/29 | 16/27 |
| Remedial | 16/25 | 16/25 | 16/25 | 16/25 |
| Speech | 15/26 | 15/26 | 15/26 | 15/26 |
| Foreign Language | 15/32 | 15/32 | 15/32 | 15/32 |
| Science | 18/30* (*see g.) | 18/30* | 18/30* | 18/30* |

- a. Maximum course load for a faculty member assigned exclusively to Natural Science will be six sections.
- b. In assignment of Natural Science and one other science course, a faculty member is limited to a maximum load of four Natural Science sections and one other science course.
- c. In assignment of Natural Science and two other science courses, a faculty member is limited to a maximum load of two Natural Science sections and two other science courses.
- d. For non-Natural Science, lecture laboratory type classes, a faculty member can be assigned up to three sections for grading purposes. This does not preclude the possibility of combining lecture sections to exceed this number if deemed necessary by the department chairperson. Combining of lecture sections will occur only after consultation with the faculty member involved.
- 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.
- g. The class size in Chemistry 010, a non-laboratory course, will be 39 students per section. A faculty member will not be assigned more than two Chem. 010 courses per term as part of his/her total course load. The remainder of the course load shall be fulfilled as in "a." to "f." above.

Divisional Course Preparations/Projects

- aa. A faculty member shall not normally be assigned more than two separate preparations per term. When the needs of the department dictate, the departmental chairperson may assign three preparations.
- bb. 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.

cc. 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 the department above: (1) Regular Classes, (2) Special Projects.

- dd. During the 1974-75 academic year, the four (4) weeks in either a 37 or 45 week contract may be fulfilled in the following manner:
 - 1. Mini-term instruction assignments.
 - 2. Approved projects.
 - 3. A combination of 1 and 2 above.

Approved projects may include but are not limited to such activities as course development, instructional research, in-service training, workshops, or other activities suggested by faculty.

Lifetime Studies—where courses in this program emphasize panel or film presentations and do not require grading or examination responsibility the maximum class size will be administratively determined.

3. Division of Business

The maximum course load is 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 hour 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.

- d. A faculty member shall be assigned no more than three preparations per term.
- e. One additional preparation may be assigned with the faculty member's consent, but the total preparations should not exceed four.
- f. 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 "d" and "e" above.
- g. Faculty assigned to teach in the evening after 6:00 p.m., but before 8:30 p.m., will not be assigned a class prior to 9:00 a.m., the following morning, except with the faculty member's approval. Faculty assigned to teach in the evening after 8:30 p.m., will not be assigned a class prior to 10:00 a.m., the following morning except with the faculty member's approval.

4. Division of Learning Resources

- a. The work load will be determined by the Departmental Chairperson after consultation with the librarians and will be consistent with service needs.
- b. Teaching assignments shall be equated on the basis of one lecture hour to two and one-half library service hours.
- c. No librarian shall work more than two evenings per week except with the librarian's approval.
- d. Librarians assigned teaching or service responsibilities after 6:00 p.m. but before 8:30 p.m. will not be assigned responsibilities prior to 9:00 a.m. the following morning except with the faculty member's approval. Librarians assigned teaching or service responsibilities after 8:30 p.m. will not be assigned responsibilities prior to 10:00 a.m. the following morning except with the librarian's approval.

5. Division of Student Personnel Services

- a. Counselors. The work load will be detrmined by the Departmental Chairperson after consultation with the faculty and will be consistent with student needs.
- b. Physical Education. Seventy-four (74) contact hours per 45 week contract period distributed over four (4) terms in the following manner, a maximum of 18 fall term, 18 winter term, 20 spring term and 18 summer term.
 - A faculty member shall be assigned no more than six preparations per term.
 - One additional preparation may be assigned with the faculty member's consent, but the total preparations shall not exceed seven (7).
 - The total number of preparations may include curriculum study assignments, coaching assignments, course development, and community clinics.
- 6. Full-time technicians are excluded from the provisions of Sec. B, 1 thru 5, above. Works assignments for full-time technicians will be established individually by the Dean of the appropriate division. The concept of a forty (40) hour week will be adhered to.

7. Contract Options

- a. 1973-74 Academic year—each full-time faculty member shall have a 45 week or a 37 week contract option.
- b. 1974-75 Academic year—each full-time faculty member shall have a 45 week or a 37 week contract option. The four (4) weeks in a 37 week contract option to be used as mini-term instructional assignments and/or approved projects will come in the time period from September 19, 1974, through June 20, 1975, unless other arrangements are made by mutual agreement between the faculty member and the department Chairperson and the Divisional Dean. Contract options other than 37 or 45 weeks may be arranged by mutual agreement between the faculty member, the Departmental Chairperson and the Divisional Dean.
- c. All current full-time laboratory technicians shall maintain their current obligation of 37-, 45-, and 52-weeks unless otherwise agreed upon by the Departmental Chairperson and the Laboratory technician involved.

d. Laboratory technicians who are employed on a fifty-two (52) week basis will be granted twenty (20) days annual paid vacation.

8. Summer Work Load

When the summer term is eight (8) weeks long and the one-hour class meetings are increased proportionately for each class, the maximum full course load is four-fifths (4/5) of the load during the regular terms.

9. 1974-75 Work Load

During the second year of the contract, for those terms other than fall, winter, spring and summer, when the number of work weeks may be less than those in the regular term, the weekly work load will be the same as the previously established work load within the respective departments.

10. Overload

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

C. 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 chairperson. 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/her status in his present position.
- 3. In filling departmental faculty vacancies, the departmental chairperson, upon the advice of the faculty members of the department, will recommend, via established channels, prospective faculty members for ultimate appointment by the Board of Trustees. The procedures to be used in formulating the recommendation will be worked out between the faculty and the departmental chairperson. Should a recommenda-

tion be rejected within the established channels, the departmental faculty and chairperson are entitled to again submit a recommendation.

- 4. In filling department chairperson vacancies the Dean of the division will consult with the faculty members of the department and after consultation the Dean will recommend, via established channels, a prospective department chairperson for ultimate appointment by the Board of Trustees.
- 5. In the event that the Board creates a new professional position, the Director of Personnel will inform the President of the Association of this new position prior to announcing it publicly.
- 6. The ultimate authority regarding the filling of all vacancies is retained by the Board.

D. Transfers

- 1. Transfers in assignment will be made first on a voluntary basis. If there are no volunteers and a transfer is neessary, it may be made after:
 - a. Consultation within the department by the full-time faculty members concerned, and
 - b. Consultation by the full-time faculty members of the department and departmental chairperson concerned.

If no agreement is reached, the departmental chairperson may select the faculty member to be transferred.

- 2. Under no circumstances should a faculty member be assigned to a course in which he/she has no experience and/or 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/she would have had if he/she had continued in faculty status without interruption.

E. Dual Department Assignments

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

F. 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.
- 2. Where a full-time faculty member is assigned Saturday classes, his/her work schedule shall be adjusted to insure the equivalent of two (2) days free of classes and other assignments during a calendar week. (These provisions are not applicable to full-time technicians.)
- Full-time teaching assignments to Saturday classes shall not exceed one term during any academic year except with the faculty member's approval. (Thse provisions are not applicable to full-time technicians.)

G. Office Hours

- The faculty member shall, as often as possible, consult with students by appointment. Office hours will be determined by the departmental chairperson and the faculty members of the individual departments.
- 2. All full-time 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.
- 3. Each full-time faculty member is expected to be on campus every day, 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.)
- 4. The part-time faculty member shall, as often as possible, consult with students by appointment. Office hours will be determined by the departmental chairperson and the part-time faculty members of the individual departments.
- 5. The chairperson shall strive to assign only one part-time faculty member to an office space of approximately 50 square feet at the same time.

H. Holidays

- 1. If any of the following four holidays Thanksgiving, the day after Thanksgiving, Memorial Day and Independence Day falls during the full-time faculty member's term of assigned employment, it shall be a paid holiday and count as part of the week in which it occurs.
- The 37-week contract shall consist of 185 days. All holidays falling within the terms taught and as specified in item "1" above shall be paid holidays.
- 3. The 45-week contract shall consist of 225 days, four of which shall be paid holidays—the four mentioned in item "1" above. This leaves 221 College days for which those on 45-week contracts are responsible, as specified in the calendar.
- 4. Laboratory technicians who are employed on a fifty-two (52) week basis will be paid for the following holidays:

New Years Day Memorial Day Independence Day

Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

Labor Day

I. Student Advising

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

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 full-time faculty responsibiltes. The number of full-time faculty members present and the hours they shall serve at registration shall be determined jointly by the full-time faculty member and the chairperson of each department.

K. Sponsorship of Student Activities

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

L. 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. Full-time faculty members attending those College-sponsored functions for which academic attire is required shall have the attire furnished by the College.
- 3. Full-time faculty members may be asked to serve as chaperones at College functions. In the event a full-time 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.

M. 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.

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

O. 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.

P. 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.

Q. Student Guidebook

- Changes in the Student Guidebook affecting student-faculty relationships shall be developed by the Student Affairs Council.
- 2. The Association shall appoint one representative to the Council from the members of the full-time faculty.

R. Meetings

- Faculty members shall attend departmental, divisional and general faculty meetings as scheduled by their respective chairperson, deans, or the Persident during the working day, Monday through Friday of the academic year as defined by the academic calendar.
- 2. The faculty may recommend to the departmental chairperson items which they feel should be included on a departmental and/or divisional agenda, and he/she is obligated to place the items on the agenda.

S. New Programs

1. Academic Council Representation

- a. The responsibility for recommending new programs to the Board of Trustees is the responsibility of the President.
- b. The responsibility for preparing new program recommendations rests with the administration and faculty of the College coupled with advice and counsel from the Academic Council.
- c. The College recognizes that faculty members contribute greatly to the development of new programs 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.
- d. The Academic Council, composed of the five divisional Deans when meeting to discuss new programs will have the following additional voting members in attendance selected by the faculty of the separate divisions:

- (1) One member from Arts and Sciences.
- (2) One member from Applied Arts and Science.
- (3) One member from Business.
- (4) One member from Student Personnel Services.
- (5) One member from Learning Resources.
- e. 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.
- f. 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) full-time faculty members or major portion thereof.

Each faculty member of the Council will be a voting member.

T. Civil Rights

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

ARTICLE VII. FACULTY BENEFITS (The "Faculty Benefits" section pertains to full-time members of the bargaining unit, unless specified otherwise.)

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. It is also recognized that on these ocassions when the faculty member is unable to meet his/her assigned class due to illness, emergency or for other specified reasons, he/she will provide as much advance notice as possible to the respective Departmental Chairperson and make every effort to cover the class in question subject to the approval of the Departmental Chairperson. 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.

All leaves of absence, except for emergency illness and unforeseen emergencies (handled at the discretion of the departmental chairperson 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 child bearing 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 are subject to approval by the Board of Trustees. Leaves for emergency illness and for personal, political, professional, and all other reasons are subject to approval 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.

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.

1. Sick Leave

Leave time will be granted to the faculty at the rate of three (3) days per regular term, including summer. 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 Personnel 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.

2. Sabbatical Leave

Individual faculty members desiring sabbatical leave will submit a request in writing to the Board via a committee composed of his/her departmental chairperson, 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 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 of the leave. The sabbatical leave intent form must be obtained and submitted to the Personnel Office at least thirty (30) days prior to the submission of the request to the committee.
- 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. A faculty member 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.

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. 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.)
- b. Critical illness of a member of the immediate family which requires the presence of the faculty member. Immediate family will include: mother, father, son, daugh-

- ter, 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.
- c. 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.
- d. Death of a member of the non-immediate family. Up to three (3) days per year. Chargeable to leave time.
- e. 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.)
- f. Income tax investigation. One (1) day maximum. Chargeable to leave time.
- g. 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.
- h. Marriage of the faculty member, two (2) days; son or daughter, one (1) day. Chargeable to leave time.
- Personnel leave for two (2) days per year maximum for reasons other than those listed above. Chargeable to 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. Incremental credits will be allowed for up to one (1) year unless otherwise specified.

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 accumu-

lated leave has been used. A written request may be submitted to the President via the Director of Personnel at least six (6) weeks prior to the expiration of the original leave.

- b. Child Bearing or Adoption: An unpaid leave for child bearing or adoption purposes may be granted for a period not to exceed twelve (12) months. Requests for this type of leave shall be made ninety (90) days prior to the expected 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. A written request may be submitted for a one (1) year extension. The request shall be submitted to the President via the Director of Personnel at least six (6) weeks prior to the expiration of the original leave.
- c. Military Leave: Request for unpaid military leave must be made within one (1) week of receitpt 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.
- d. 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.
- e. Overseas Teaching: On unpaid leave may be granted for one (1) tour of duty served in an overseas teaching assignment. No incremental credits will be allowed.

f. 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/her own discipline or subjects pertaining to the theory of learning, or for work experience in his/her 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.
- g. 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. Dependents of full-time faculty and dependents of other full-time 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, Section B of this Agreement. It is recognized however that student enrollment may be limited by such factors as facility and equipment limitations and current safety standards.
- 3. Part-time faculty members, part-time technicians, and part-time librarians will be granted tuition scholarships for courses at LCC during the terms in which they are teaching so long as there is no conflict with their own assignments. These students will not be included in meeting the maximum class sizes mentioned in Article VI, Section B of the Master Agreement. It is recognized however that student enrollment may be limited by such factors as facility and equipment limitations and current safety standards.

C. Physical Examinations

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/her own expense.

D. Fringe Benefits (Summary Sheet)

1973-74 and 1974-75

| | | | | | - | |
|----|------|-----------|----------|------|----|-----|
| 1. | Life | Insurance | \$10,000 | plus | AD | & D |

2. Hospitalization Blue Cross/Blue Shield (Full Family Coverage)

> Semi-private room CC; DCCR Comp. Hosp. MVF 2 ML D-45 NM I.M.B. FAE Master Med. III

O.P.C.

or MESSA Super Med. II (Full Family Coverage)

3. Liability \$100,000/person \$300,000/occurrence \$5,000,000/umbrella

60% 90 days 4. Long-Term Disability

5. Tax Deferred Annuities **Faculty Contribution**

6. College Travel 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.

> b. By commercial carrier, the actual cost.

> 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.

7. Retirement

E. Professional Publications and/or Organizations

Each full-time faculty member may draw up to \$10 per year for subscriptions to professional or technical publications related to the faculty member's area of preparation or for 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 "agrieved 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.

B. Purpose

- 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 Personnel 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/her appropriate departmental chairperson 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/she wishes to further pursue the matter, he/she shall file the grievance in writing. The written grievance must be submitted to his/her appropriate departmental chairperson 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/she shall send one (1) copy to each of the following: Michigan Association for Higher Education, appropriate departmental chairperson or immediate supervisor, and the Director of Personnel.
 - c. Within three (3) working days of the filing date, the chairperson (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 Personnel, 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 Personnel 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 Personnel or the Association. A written answer shall be given within ten (10) working days after receipt of such grievance.
- c. Matters involving Association grievances will be discussed with the appropriate administrative official within fifteen (15) working days from the alleged occurrence of the grievance with the objective of resolving the matter informally. If the matter is not resolved on an informal basis and the Association desires to further pursue the matter it may then be reduced to the form of a written grievance. Written Association grievances commencing at this level shall be filed within fifteen (15) working days following the meeting with the appropriate administrative official. The time limits for the scheduled hearing and the written response will be the same as those specified for employee grievances.

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.

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.
- 5. 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, as amended in July, 1972, 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 PRACTICE

A. Continuing Contract

- 1. Each full-time faculty member shall be issued a continuing contract after three (3) 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/she will be notified in writing by December 31. He/she will then have recourse to the Grievance Procedure starting at Level Three.

B. Terminal Contracts

- The purpose of a terminal contract is to fill positions which are known to be temporary at the time of employment. The Association will be informed when a terminal contract is offered and the reason therefore.
- 2. In the event that a faculty member on a terminal contract is rehired he/she shall be offered a probationary contract at the second or third year level depending on the length of service at the time of conversion.

C. Probationary Contracts

New full-time faculty members will be issued probationary contracts for each year during their three-year probationary period. In the event a faculty member on a probationary contract is not offered a probationary contract for his/her second or third year, he/she will be notified in writing by April 15. In the event a faculty member on a probationary contract is not to be offered a continuing contract after his/her third year, he/she be notified by December 31. In either case, he/she will have recourse to the Grievance Procedure, starting at Level Three.

D. Dates of Issue and Return of Contracts

- 1. Individual contracts for full-time faculty members shall be issued within ten (10) working days following ratification and approval of this Master Agreement.
- 2. 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.

E. Employment Termination Procedure for Cause

- A recommendation for termination of employment of a fulltime 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. Starting September 17, 1973:

1. All full-time 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 (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 full-time 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 full-time 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 full-time 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 non-compliance 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 faculty 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 faculty. One hundred extra copies shall be provided to the Association.

C. If any provisions 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 Personnel 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 Personnel 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

A. Salary: Full-Time Faculty

1. 45-week Salary:

1973-74 salary = 1972-73 45-week salary plus \$943 1974-75 salary = 1973-74 45-week salary plus \$1,000

2. 37-week Salary:

1973-74 salary = 1972-73 37-week salary plus \$775 1974-75 salary = 1973-74 37-week salary plus \$822

NOTE:

The conversion factor of 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

Other contract options will be computed on a proportional basis using the 45-week contract as a base salary.

B. Salary: Full-time Technicians

- 1. 1973-74 salary = 1972-73 salary plus 6%
- 2. 1974-75 salary = 1973-74 salary plus 6%

C. Salary: Part-time Faculty

- 1. For the academic year 1973-74 the contact hourly rate of pay of all part-time faculty members who have been employed as part-time faculty members at Lansing Community College for one or more terms during the last two years will be increased by a minimum of \$0.50 per contact hour.
- 2. For the academic year 1974-75, the contact hourly rate of pay of all part-time faculty members who have been employed as part-time faculty members at Lansing Community College for one or more terms during the last two years will be increased by the following minimum per contact hour:

| 1973-74 | |
|--------------------|----------|
| Hourly Rate | Increase |
| 5.00 - 5.99 | \$0.60 |
| 6.00 - 6.99 | \$0.70 |
| 7.00 - 7.99 | \$0.80 |
| 8.00 - 8.99 | \$0.90 |
| 9.00 - 9.99 | \$1.00 |
| 10.00 - 10.99 | \$1.10 |
| 11.00 - 11.99 | \$1.20 |
| 12.00 and up | \$1.30 |

D. Salary: Part-time Laboratory Technicians

For the academic year 1973-74 and 1974-75 the contact hourly rate of pay of all part-time laboratory technicians who have been employed as part-time laboratory technicians at Lansing Community College for one or more terms during the last two years will be increased by a minimum of \$0.25 per contact hour.

E. Salary: Part-time Librarians

- 1. 1973-74 hourly rate = 1972-73 hourly rate plus 6%.
- 2. 1974-75 hourly rate = 1973-74 hourly rate plus 6%.

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 faculty taken in violation of this Article.
 - 2. Violation of this Article by any faculty or group of faculty 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. Definition

The promotion plan described in this article will pertain to full-time faculty members on a continuing contract in the following categories:

Teacher Technician Instructor Assistant Professor Associate Professor Professor

B. Faculty Rank Quotas

The following rank quotas have been established:

| | 1973-74 | 1974-75 |
|---------------------|---------|---------|
| Teacher Technician | open | open |
| Instructor | 25% | 20% |
| Assistant Professor | 30% | 33% |
| Associate Professor | 30% | 32% |
| Professor | 15% | 15% |

- C. The above quotas will allow for additional college-wide promotional vacancies and will exclude the rank granted to new faculty members. These vacancies will be filled on the basis of the percentage of full-time faculty members within each division as related to the total number of full-time faculty members within the College including those on a probationary contract.
- **D.** Promotions in rank shall be awarded in increases of one (1) rank increment per individual for those recommended and approved.
- E. Departmental chairpersons, coordinators, and faculty members may recommend methods of evaluation and/or experiential criteria to the appropriate dean. After due deliberation and after consultation with his divisional faculty, other deans, and the President, each dean will determine and promulgate in writing the method of evaluation to be used in his respective division. The actual evaluation of individual faculty members shall be made by the departmental administrator, using the method set forth by his/her division.

The faculty member shall be made aware of his/her rating. All divisions will use a rating scale ranging from 0 to 50. Commencing with the highest total rating achieved, divisional promotions will be awarded in descending order in accordance with the required quotas as defined above.

- **F.** Divisional promotions to the rank of Professor or Associate Professor will be limited to those having a rating at the divisional median or higher.
- **G.** The divisional deans will submit their recommended promotion lists to the President for his review and recommendations to the Board of Trustees for action.
- H. The departmental chairperson, coordinators, dean and faculty members should work together to help the faculty member progress as rapidly as possible in accordance with this plan. Areas of improvement and suggested methods of correction should be indicated and discussed with the individual concerned and so noted on the respective evaluation form.
- I. In conducting 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.
- **J.** For promotional purposes, Librarians will be considered as new faculty members for the 1973-74 academic year.

ARTICLE XVII. PART-TIME FACULTY

A. Employment Practices and Procedures

- 1. During each term, the College will strive to inform currently employed part-time faculty members, who so request, as to their subsequent term employment prospects as early as is practicable.
- This procedure will not prejudice the department chairperson's prerogative to recruit new part-time faculty members.
- Part-time faculty lists.
 Refer to Article V, Section 1-2.

B. Illness and/or Emergency

In the event a part-time faculty member is unable to meet his/ her assigned class due to illness or an emergency and:

 He/she provides at no additional expense to the College a substitute from a list as mutually agreed upon in advance by the part-time faculty member and his/her Department Chairperson and the class is met
 OR

He/she makes up the class in a manner mutually satisfactory to the part-time faculty member and his/her Department Chairperson

the part-time faculty member shall suffer no loss in compensation.

In the event a part-time faculty member is unable to meet his/her assigned class and he/she does not come under either of the situations set forth above, his/her compensation prorated for the period of his/her absence shall be withheld.

C. Local Dues Requirement

The College will deduct from the paychecks of such part-time faculty members as authorize it in writing, through the Association, the amount specified for payment of local Association dues and pay over the amounts so collected to the Association.

D. Conditions of Employment

- 1. Academic Freedom—Same as Article VI, Section A.
- 2. Work Assignments—Same as Article VI, Section B 1, 2, 3, 4 and 5.

E. Office Hours and Office Space Refer to Article VI, Section G 4 and 5.

F. Parking

Same as Article VI, Section N 1, 2 and 3.

- G. Evaluation of Part-time Faculty Members Refer to Article V, Section F 5.
- H. Admission to Lansing Community College Courses Refer to Article VII, Section B 3.

- I. Grievance Procedure
 Same as Article VIII, Section A, B, C and D.
- J. Salary Adjustment Refer to Article XIV, Section C 1 and 2.
- K. Agreement Effectuation Same as Article XII.
- L. Agreement Interpretation
 Same as Article XIII.
- M. Declaration of Good Faith Same as Article XV.
- N. Duration of Agreement Same as Article XX.

ARTICLE XVIII. PART-TIME LABORATORY TECHNICIANS AND PART-TIME LIBRARIANS

- **A.** Conditions of Employment Same as Article VI, Section A.
- B. Parking
 Same as Article VI, Section N 1, 2, and 3.
- C. Local Dues Requirement

The College will deduct from the paychecks of such part-time laboratory technicians and part-time librarians as authorize it in writing, through the Association, the amount specified for payment of local Association dues and pay over the amounts so collected to the Association.

- **D.** Admission to Lansing Community College Courses Refer to Article VII, Section B 3.
- E. Grievance Procedure
 Same as Article VIII, Section A, B, C and D.
- F. Salary Adjustments
 - Part-time Laboratory Technicians. Refer to Article XIV, Section D.

- Part-time Librarians.Refer to Article XIV, Section E.
- G. Agreement Effectuation
 Same as Article XII.
- H. Agreement Interpretation
 Same as Article XIII.
- I. Declaration of Good Faith Same as Article XV.
- J. Duration of Agreement Same as Article XX.

ARTICLE XIX. FULL-TIME LABORATORY TECHNICIANS AND THE LABORATORY SUPERVISOR

- A. Recognition Clause Included in Article I.
- **B. Special Provisions**

All of the provisions of the Master Agreement applicable to the full-time faculty shall apply to said technicians, with the following exceptions:

- 1. Article VI, Section B 1 through B 5.
- 2. Article VI, Section F 2 and 3.
- C. Work Assignments
 Refer to Article VI, Section B 6.
- D. Holidays Refer to Article VI, Section H 4.
- E. Contract Obligations
 Refer to Article VI, Section B 7 c and d.
- F. Professional Compensation Refer to Article XIV, Section B.

ARTICLE XX. DURATION OF AGREEMENT

This Agreement shall be effective as of September 17, 1973, and shall continue in effect until midnight, September 14, 1975. This Agreement

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

BOARD OF TRUSTEES

By: James L. Reutter

Chairman

By: David L. Froh Secretary

Date of Signing:

ASSOCIATION

By: William Bucklin

President

By: Marion Walsh Secretary

APPENDIX A

ACADEMIC CALENDAR FOR 1973-1974

FALL TERM — 1973

| Faculty/Administration Days | September 17-20 |
|-----------------------------------|----------------------|
| Registration | September 21, 24, 25 |
| Preparation/Records Day | September 26 |
| Classes Begin | September 27 |
| Thanksgiving | November 22, 23 |
| Last Day of Classes | December 7 |
| Evaluation and Examination Period | December 10-14 |

WINTER TERM — 1974

| Registration | January 2, 3 |
|-----------------------------------|--------------|
| Preparation/Records Day | January 4 |
| Classes Begin | January 7 |
| Last Day of Classes | March 15 |
| Evaluation and Examination Period | March 18-22 |

SPRING TERM — 1974

| Registration | March 26, 27 |
|-----------------------------------|--------------|
| Preparation/Records Day | March 28 |
| Classes Begin | March 29 |
| Memorial Day | May 27 |
| Last Day of Classes | June 7 |
| Graduation Day | June 9 |
| Evaluation and Examination Period | June 10-14 |

SUMMER TERM — 1974

| Registration | June 19 |
|---------------------|-----------|
| Classes Begin | June 20 |
| Fourth of July | July 4 |
| Last Day of Classes | August 15 |

APPENDIX B

1974-75 ACADEMIC CALENDAR

FALL TERM — 1974

| Preparation and Faculty/Administration Day | September 19-25 |
|--------------------------------------------|----------------------|
| Registration Days | September 20, 23, 24 |
| Classes Begin | September 26 |
| Thanksgiving Recess | November 28, 29 |
| Last Day of Fall Term | December 6 |

WINTER TERM — 1975

| Registration Days | January 2, 3 |
|---------------------------------------------|--------------|
| Preparation and Faculty/Administration Days | January 6 |
| Classes Begin | January 7 |
| Last Day of Winter Term | March 14 |

SPRING TERM — 1975

| Registration Days | March 24, 25 |
|--------------------------------------------|--------------|
| Preparation and Faculty/Administration Day | March 26 |
| Classes Begin | March 27 |
| Memorial Day | May 26 |
| Graduation | June 1 |
| Last Day of Spring Term | June 6 |

MINI-TERM — 1975

| Registration Day | Refer to Section B 7 |
|------------------|----------------------|
| Term Begins | of Article VI |
| Term Ends | |

APPENDIX B (Continued)

FIRST FIVE-WEEK SUMMER TERM — 1975

| Registration Days | June 19, 20 |
|--------------------------|-------------|
| Classes Begin | June 23 |
| Independence Day Holiday | July 4 |
| Last Day of Classes | July 25 |

SECOND FIVE-WEEK SUMMER TERM — 1975

| Registration Day | July 25 |
|---------------------|-----------|
| Classes Begin | July 28 |
| Last Day of Classes | August 29 |

EIGHT-WEEK SUMMER TERM — 1975

| Registration Days | June 19, 20 |
|--------------------------|-------------|
| Classes Begin | June 23 |
| Independence Day Holiday | July 4 |
| Last Day of Classes | August 15 |

TEN-WEEK SUMMER TERM — 1975

| Registration Days | June 19, 20 |
|--------------------------|-------------|
| Classes Begin | June 23 |
| Independence Day Holiday | July 4 |
| Last Day of Classes | August 29 |

APPENDIX C

LANSING COMMUNITY COLLEGE FACULTY TERMINAL CONTRACT

| This Contract is made between the Board of Trustees of LANSING |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COMMUNITY COLLEGE, (hereinafter called the Board) and |
| 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 Lan- |
| sing Community College for weeks commencing |
| Such appointment shall continue in full force and effect, for the above stated period 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 period set forth above, the Board will pay to the Faculty Member the sum of |
| \$ |
| Lansing Community College |
| By |
| Chairman, Board of Trustees Faculty Member |
| Data |

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 (hereina | fter called the Board), and |
| | , (hereinafter called |
| the Faculty Member). | |
| The Faculty Member hereby co Board hereby agrees to hire the Facu | |
| sing Community College for | weeks during the school year |
| commencing September in full force and effect, for the above vided in and subject to the current Board and the Faculty Association. | e stated school year only, as pro- |
| The Faculty Member shall perform accordance with the existing polici Board of Trustees of the Lansing Cocies, rules and regulations as are her Trustees of Lansing Community Cocontract. | ommunity College; and such poli- creafter adopted by the Board of |
| For and in consideration of such forth above, the Board will pay to | n services for the school year set the Faculty Member the sum of |
| \$ | |
| Lansing Community College | |
| Ву | |
| 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

This Contract is made between the Board of Trustees of I ANSINC

| COMMUNITY COLLEGE (hereinafte | er called the Board), and |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| | , (hereinafter called |
| the Faculty Member). | , (noronation danies |
| The Faculty Member, having been Three (3) or more consecutive years, hand the Board hereby agrees to hire to | nereby contracts with the Board |
| the Lansing Community College for $_$ | weeks during the school |
| year commencing Septembertinue in full force and effect until modification or terminated as provided in the Master and the Faculty Association. This consaid Master Agreement. | fied by agreement of the parties r Agreement between the Board |
| The Faculty Member shall perform accordance with the existing policies Board of Trustees of the Lansing Com- cies, rules and regulations as are here Trustees of Lansing Community Col- contract. | s, rules and regulations of the munity College; and such poli- eafter adopted by the Board of |
| For and in consideration of such a forth above, the Board will pay to the | • |
| \$ | |
| 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.

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