

6/30/70

AGREEMENT BETWEEN
BOARD OF TRUSTEES OF
NORTHWEST WAYNE COUNTY COMMUNITY
COLLEGE DISTRICT
AND
FACULTY FORUM OF
SCHOOLCRAFT COLLEGE

August 1968

*Ratified about 8-24-68
J. Meador*

Schoolcraft Community College District (Stromie) Board of Trustees

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AGREEMENT BETWEEN

BOARD OF TRUSTEES OF NORTHWEST WAYNE COUNTY COMMUNITY COLLEGE DISTRICT

AND

FACULTY FORUM OF SCHOOLCRAFT COLLEGE

This agreement, entered into this _____ day of _____, 1968, by and between the Board of Trustees of Northwest Wayne County Community College District, hereinafter called the Board, and Schoolcraft College Faculty Forum, hereinafter called the Forum:

WITNESSETH:

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

WHEREAS, the Faculty, Counselors and Assistant Librarians recognize that their primary responsibility is to perform their professional duties properly and ethically, and

WHEREAS, the Board has a statutory obligation, pursuant to Act 336 of the Michigan Public Acts of 1947, as amended, to bargain with the Forum as the representatives of the professional personnel, excluding administrators, who fall under the provisions of this act with respect to salaries, terms and conditions of employment, and

WHEREAS, the parties following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

- A. The Board hereby recognizes the Forum as the sole and exclusive bargaining representative, as defined in Section 11 of Act 336, Public Acts of 1947, as amended, for all full-time instructors, counselors and assistant librarians employed or hereafter employed by the Board all of which are collectively designated as the "Bargaining Unit." The term "Faculty" when used hereinafter in this agreement, shall refer to all full-time Instructors, counselors and assistant librarians represented by the Forum in the bargaining or negotiating unit as above defined, and references to male faculty shall include female faculty.

- B. The Board agrees not to negotiate with any faculty organization or individual other than the Forum for the duration of this agreement.
- C. The Forum will maintain its eligibility to represent all full-time instructors, counselors, assistant librarians by continuing to admit to its membership all those persons so employed by the Board subject to the provisions of the Forum Constitution and By-laws and to represent all full-time instructors, counselors and assistant librarians equally regardless of membership in any other organization.
- D. Definitions
1. The term "faculty member" shall refer to all employees in the bargaining unit represented by the Forum. (See A above.)
 2. A full-time instructor is defined as a person who teaches more than one course the total of which constitutes 9 or more equated hours per trimester. The status of an instructor who is given released time for any purpose including Divisional Chairmanship, and who thereby teaches less than nine (9) equated hours credit per trimester shall be ascertained through negotiations between the Board's and Forum's negotiating teams.
 3. All faculty members are placed in various units.
 - a. Department: The smallest unit which an instructor is assigned. For example: English Department, Speech Department, Reading Department, Geography Department.
 - b. Division: A unit consisting of one or more Departments. For example: English-Speech-Reading Division which consists of the English, Speech and Reading Departments, Physical Science Division which consists of the Chemistry, Physics, Geology and Geography Departments.
 - c. Area: A unit made up of Divisions. The four College areas are:
 1. Technical-Vocational-Nursing
 2. Counseling
 3. Library
 4. Academic
 4. A trimester is defined as a period of 16 weeks of instruction, more or less, which, together with vacations will total 18 weeks, more or less. Two trimesters constitute a 36 week contract period for all full-time instructors.
 5. An instructional College year, for purposes of this contract, is defined as consisting of the fall and winter trimester, an aggregate of 36 weeks.

ARTICLE II

Faculty Rights

A. Faculty Status

1. Probationary Status

- a. Faculty Members shall be employed on a probationary status for the first two years of their employment at Schoolcraft College.
- b. During the probationary period there shall be a continuous formal evaluation procedure performed for each probationary Faculty Member.

2. Evaluation of Probationary Faculty Members

- a. Four evaluation procedures shall be used. One for each area indicated:
 1. Counselors
 2. Assistant Librarians
 3. Vocational-Technical Instructors
 4. Academic Instructors
- b. Each evaluation procedure shall contain the following principles:
 - (1) Each procedure will be cooperatively developed with the appropriate Administrators and the Faculty Members of the appropriate area. Such procedure must be completed, printed, and publicized on or before October 15, 1968. If a procedure is not completed by October 15, 1968, it shall be returned to the Bargaining Table for solution.
 - (2) The Division Chairman or a Full Status Faculty Member appointed by the Division Chairman and appropriate Dean or his designee, or the Librarian or his designee, will evaluate.
 - (3) In the instruction areas there shall be classroom visits, written evaluations, and conferences. In other areas only written evaluations and conferences are required.
 - (4) All written evaluations will be discussed with and initialed by the Probationary Faculty Member before they are placed in the personnel file, and a copy must be given to the probationary member. The Probationary Faculty Member may, at his option, present a written response to the evaluation. The response must be attached to the evaluation within ten working days after the conference with the two evaluators. The complete evaluation and response will then be forwarded to the Vice President for Instruction or the Vice President of Student Affairs as appropriate.
 - (5) Where a probationary performance needs improving, a continuing procedure must be jointly formulated by both evaluators and be presented to the Probationary Faculty Member in a conference.

Evaluation Continued

- (6) No negative evaluation will be filed unless it is accompanied by a specific plan for improvement.
 - (7) Evaluations will be conducted at the rate of two per semester or more frequently if the need is evidenced.
 - (8) Deficiencies must be stated in writing along with a plan for improvement.
 - (9) Evaluators must be identified by name and in writing to the Probationary Faculty Member within one month after initial employment and by October 1st in the second year of employment.
 - (10) Student evaluation may be requested by either or both the evaluators or the Probationary Faculty Member.
 - (11) Only that information included on the approved evaluation form shall be used in making a determination relative to the continued employment of the Probationary Faculty Member.
 - (12) Because of the large number of Faculty Members in the Instructional areas, the Forum Executive Board and the Negotiating Team shall appoint or otherwise select representative committees of Faculty from the Academic and Technical areas for purposes of formulating evaluation procedures with the appropriate administrators (Dean and Vice President for Instruction).
3. The issuance of probationary or full status contracts will be the sole prerogative of the appropriate administrative officer after consultation with both evaluators and the Probationary Faculty Member.
 - a. The Board shall indicate the decision to rehire the Faculty Member on or before March 1, by issuing a letter of intent.
 - b. The Board shall indicate the decision not to reissue a Probationary contract by Registered Mail on March 1.
 4. Upon successful completion of the two year probationary period, the faculty member shall be given a full status contract.
 5. Full Status
 - a. Definition
 - (1) The person attaining full status shall receive a continuing contract written as a permanent document which will guarantee that the services of the faculty member will be terminated only for good and adequate cause except in the case of retirement for age or under extraordinary circumstances.
 - (a) By good and adequate cause is meant gross immorality or lapse of professional integrity. This would

Full Status Continued

include inefficiency or incompetency, conviction of a felony, willful violation of contract or refusal to perform contractual duties.

- (b) By extraordinary circumstances is meant acts of God, wars, insurrection or other situations which limit and restrict the full operation of the College or the full operation of the division or area of assigned work of the faculty member.
- (2) An annual salary agreement (defined later in this document as a basic contract) is required for use with this continuing contract.
- b. Procedure for terminating the contract of a Faculty Member who has received full status.
- (1) A notice of the intention to terminate the contract must be furnished a faculty member by March 1. A detailed written statement of the reasons for termination must accompany this notice.
 - (2) Within 20 days after receipt of this notice, the faculty member may request a hearing before the Board of Trustees. This request must be presented to the President or his designee in writing.
 - (3) Such hearing must be held within 20 days after the President or his designee has received the request for the hearing. The faculty member may be represented by counsel and may call such witnesses as may be deemed necessary. At his option the hearing may be:
 - (a) A closed hearing
 - (b) A hearing with a maximum of three representatives of the faculty in attendance.
 - (c) An open hearing.
 - (4) The Board of Trustees must furnish the faculty member a written decision of the results of the hearing within seven (7) days.
 - (5) If the faculty member does not accept the Board's decision, he may request a special hearing. This request must be made in writing to both the Chairman of the Board of Trustees and the President of the Forum, within five (5) working days of the receipt of the Board's decision.

- (6) The special hearing must be held within 15 days of this appeal before a five-member panel to consist of two members of the Board of Trustees, two members of the faculty and a fifth person selected by these four. In the event that the fifth member cannot be agreed upon, the panel shall request that the State Labor Mediation Board shall select the fifth member. The Board of Trustees shall select from its own membership the two members to be appointed to this special panel. The faculty member shall select two members of the faculty of his own choosing to this panel. This hearing would be closed except for counsel and such witnesses as may be deemed necessary. The fifth member of the panel shall be responsible for delivering the written decision to the faculty member within five (5) days of the conclusion of the hearing. Any expense incurred in connection with the special hearing would be borne equally by the faculty member and the Board of Trustees. The decision shall be final.
- (7) The Board reserves the right to suspend immediately, with pay, when any serious misconduct is charged. This does not negate the procedure as outlined above. The hearing as outlined in Step 3 shall take place at the next scheduled meeting of the Board, provided that at least 72 hours notice can be given to the Board members. Any continuation of salary beyond the delivery of the notice, as provided for in Step 6, shall be at the discretion of the Board. All records of such proceedings will be kept separate from the personnel file of the individual.

B. Faculty Member's Rights

1. Pursuant to Act 336 of the Public Acts of 1947, as amended, the Board hereby agrees that eligible employees of the Board shall have the right freely to organize, join and support the Forum for the purpose of engaging in collective bargaining or negotiation and other concerted activities. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board of Trustees undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any faculty member in the enjoyment of any right conferred by Act 336 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any faculty member with respect to any term or condition of employment by reason of his membership in the Forum, his participation in any activities of the Forum or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.
2. The responsibility of the faculty member to protect his own and the institution's integrity in all matters is confirmed and accepted.
3. When a faculty member speaks or writes as a citizen, he shall be free from administrative and institutional censorship and discipline.

Faculty Member's Rights Continued

4. Each Instructor shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject under study and within his area of competence.
5. Civil Rights. The Board recognizes the right of any employee of the College to take or refrain from taking a stand on a political issue and to support or oppose any issue or candidate. Such activities, however, must be conducted on the employee's own time and off the premises of the College. The employee will exercise reasonable care to show that he is acting in his capacity as a private citizen.
6. The presence of any communications device during the meeting of a class shall be subject to the permission of the Instructor.
7. The Forum and its members shall have the right to use College facilities for meetings. Faculty bulletin boards and mailboxes shall be available to the Forum for official business.
8. The Board agrees to furnish to the Forum in response to official requests all available information which is in the public domain and which would assist the Forum in developing intelligent, accurate, informed and constructive negotiable proposals.
9. Each faculty member shall be shown and shall sign all evaluations of the faculty member's professional performance at Schoolcraft College before the evaluation is placed in the faculty member's file. The faculty member shall have the right to file an answer to any such material, and the answer shall be attached to the material in the file. Any such material may be examined by the faculty member and a copy furnished him upon his request. Each faculty member may add any professional evaluations to his file as he chooses.

No material (except as stated below) shall be placed in the faculty member's file unless the faculty member has access to such material and is given the right to file an answer thereto. The answer shall be attached to the original material in the same file.

Employment credentials and recommendations received by Schoolcraft College from outside sources shall be inaccessible to the Faculty members.

10. The Board shall not obligate an Instructor (sic) to assume an Extra Contractual Assignment without prior written consent of the Instructor involved.
11. Any full status faculty member may request a change in departmental assignment to another area of his competency by giving official written notice to the appropriate Dean with a carbon copy to the Vice President for Instruction when appropriate. Such notice must be received before February 1 of the contract year. Faculty members making such a request will be given first consideration for any existing opening.

Faculty Member's Rights Continued

12. Faculty members are urged to identify potential applicants and to encourage them to make application for existing openings. In addition, the appropriate Division Chairman and full status department members will jointly screen all applications and forward the names of any qualified applicants to the appropriate Dean or Librarian for formulating his hiring recommendation.
(For the purposes of this Article, Librarians and Counselors are each considered to be a Department)

13. Any and all administrative vacancies will be posted. Such notice will contain a list of qualifications necessary to hold a position and a closing date for accepting applications. The Faculty Forum is encouraged to submit a recommendation on any person who it thinks is qualified to hold the position. Any application and/or recommendation must be in writing, addressed to the President.

ARTICLE III

Faculty Loads, Assignments and Obligations

A. Basic Load

1. 1968-69

- a. Faculty load shall be 14-16 equated hours except as noted below. The contractual overload rate will be paid for all hours taught beyond this point.
- b. The load for the members of the English Department shall be 12 equated hours including composition and literature courses. Overloads will be paid for any hours taught beyond this limit.
- c. In the Technical and Nursing Divisions, the overload rate shall be paid after 18 equated hours of instruction.
- d. Laboratory hours shall be computed at the customary eight-tenths (.8) to 1 ratio.

2. 1969-70

- a. The basic load will consist of 12 hours for members of the English Department and of 14 to 16 (equated) hours for members of all other departments.
- b. Basic loads will be as scheduled prior to registration. If, after the beginning of registration, an adjustment must be made in the schedule, because of cancellation due to lack of enrollment, the loads become as newly scheduled.
- c. No day overload will be assigned to any faculty member prior to the beginning of registration. Evening overloads may be requested by faculty members, in which case any assignment will be considered as contingent upon the establishment of a scheduled load.
- d. All members of each Division will participate in the establishment of an equitable extra contractual teaching rotational policy for that Division.
- e. The first four equated hours of extra contractual teaching for English instructors will be paid at the rate of $1/24$ of the instructor's annual base salary per equated hour. The first four equated hours of extra contractual teaching for all other instructors will be paid at a rate of $1/30$ of the instructor's annual base salary.
- f. In keeping with past practice, full-time faculty shall have preference for all extra contractual teaching assignments within their disciplines.

Basic Load 1969-1970 Continued

B. Length of Class and Laboratory Sessions

1. Each class or laboratory session will be scheduled so as to represent as fairly as possible the time allotted to the course as listed in the catalog.
2. Classes scheduled for one hour will meet 50 minutes. That is, a class scheduled from 9 to 10, for example, will be in session from 9 to 9:50, leaving 10 minutes for travel between classes.
3. Classes and laboratories scheduled for more than one hour will adhere to the printed schedule as closely as possible. For example, laboratory or lecture session scheduled from 7-10 will begin at 7 and continue through 9:50.
4. Classes of the lecture type scheduled for multiple hours in the same session always have enough time scheduled to permit some time for a break. These are thought to be in the best interest of students and breaks of reasonable length will be taken.
5. In laboratories meeting multiple hours, it is expected that the Instructor will allow breaks of reasonable length when and if these seem to be in the best interest of the learning situation.

Proposed variation from the above (items 1 through 5) must have the prior approval of the Instructor involved and the appropriate Dean or the Evening College Director.

C. Class Size

1. Class size will be established at no more than thirty-two (32) students in any recitation section, and no more than twenty-nine (29) in any English Composition section. However, no Instructor's assigned load shall exceed an average of thirty (30) students per recitation section or twenty-seven (27) per English Composition section. In computing such average, classes having eighteen (18) or less shall be excluded.
2. An Instructor lecturing to combined sections shall be given as much credit as if each section were taught separately.
3. In no case shall the number of students in a laboratory section exceed the number of fixed stations contained in the room to which the laboratory section is assigned.

D. Course Preparations

1. A Course Preparation is defined as the preparation for any number of sections of a single course number in a department. For example, three (3) sections of Chemistry 111 is defined as a single Course Preparation.
2. In the absence of prior consent of the Instructor involved, the number of Course Preparations assigned to any one Instructor as his basic load shall not exceed three (3) per semester.

3. If in the basic load more than three (3) preparations are assigned to an Instructor at his specific written request no extra remuneration shall be paid.
4. If in the basic load the preparations in excess of three (3) are at the request of the administration, the Instructor involved shall receive extra compensation in the amount of \$300 for each such extra preparation.

E. The College Day

1. The College Day at Schoolcraft College shall include such scheduled class sessions as the individual Basic Load may prescribe, Office Hours, and such additional time as may be necessary to fulfill an Administratively Appointed Committee Assignment, provided that, beginning times of classes taught as part of the Instructor's Basic Load shall not be more than six (6) hours apart in any College Day and the span of time required to teach the course shall not exceed seven (7) consecutive hours. The Instructor, however, may exceed these limitations if he so desires.
2. No Instructor shall be required to lecture more than two (2) consecutive hours except that laboratory sessions may be scheduled to meet for no more than three (3) consecutive hours. This does not apply to a single continuous laboratory session. A lecture hour may not immediately precede or follow a laboratory session except by consent of the Instructor.
3. The Basic Load of any Instructor shall be taught between the hours of 8 a.m. and 5 p.m. except that:
 - a. The Instructor may accept classes outside these hours if he desires.
 - b. The College reserves the right when necessary to include one (1) evening course as part of the basic load. This does not negate item one (1) of this section.
4. The College Day for counselors will be between the hours of 8:00 a.m. and 5:00 p.m., and will not exceed eight (8) consecutive hours including a one (1) hour lunch period subject to the provisions of Paragraph Flc.

F. College Week

1. Assistant Librarian and Counselors
 - a. The work week for full-time Assistant Librarians and Counselors shall be thirty-five (35) hours during the days Monday through Friday inclusive subject to the provisions of Item C below.
 - b. Assistant Librarians and Counselors contractual period shall be of twelve-months' duration.
 - c. The College reserves the right, when necessary, to including one evening per work week as a regular extension of the work week for the Counselors.

College Week Continued

- d. Regular extensions of the work week will be reimbursed at the flat rate of \$7.50 per clock hour. Any incidental and/or irregular extensions of the work week may, by mutual consent, be paid at the flat rate or with compensatory time.

During the 1968-69 Contract Year regular extension of the work week for counselors will be reimbursed, by mutual consent, at a flat rate of \$7.50 per clock hour or compensatory time.

Beginning with the 1969-70 Contract Year regular extension of the College work week will be reimbursed at a flat rate of \$7.50 per clock hour for counselors.

- e. The Director of Counseling and the individual Counselor will agree in advance as to when the compensatory time will be taken.

2. Instructors

No instructor shall be required to teach a Saturday class.

G. Office Hours

All Instructors are expected to be available during the College Day for consultation with students. Therefore, time shall be set aside during the College Day for such consultation. The Instructor shall post on his office door at least five (5) hours during the College week in which he has no scheduled classes. The student shall make appointments with the Instructor. If no student has made an appointment during the first 20 minutes of a posted hour, the Instructor shall be free to use the remainder of the time at his option.

H. Released Time

1. The value of released time in the form of a reduction of basic load, to pursue problems essential to college functioning, is recognized by both parties, although the availability of funds for such purposes for the 1968-69 college year may be limited.
2. An Instructor seeking released time to pursue such a problem will make his request to the appropriate divisional chairman.
3. In determining his recommendations on request for released time, the appropriate divisional chairman shall consider the following items:
 - a. Identification of the problem,
 - b. Organized plan to approach solution,
 - c. Significance and degree of innovation involved in solution
4. Once the request for released time has been approved by the divisional chairman, his recommendation will be subject to the approval of the Vice President for Instruction.

I. Faculty Advising

1. Faculty members shall advise students whose educational goals are closely allied to the faculty member's major field of study.
2. All probationary students shall be handled by the counselors.

J. Registration

1. Faculty members shall:
 - a. Advise students.
 - b. Help students prepare a completed program sheet including alternate courses.
 - c. Make certain that courses selected are part of the student's curriculum and that students have fulfilled the prerequisites for courses elected.
2. Divisional Chairmen shall serve as members of a committee to expedite distribution of class cards and to perform other expediting functions as determined by the Registrar, the Divisional Chairman, and the Office of Instruction.
3. Faculty members shall not be assigned any clerical duties during registration. However, this provision in no way precludes the possibility of faculty members volunteering their services. A faculty member, if he wishes, may assist the Vice President of Student Affairs and his staff in any capacity.

K. Extra Curricular Activities

1. Types

In the absence of the consent of the bargaining agent, Extra Curricular Activities shall include and be limited to the following:

- a. Dances
- b. Athletic Events
- c. Student Club Sponsored Activities

2. Assignment

- a. Each faculty member shall be assigned to not more than one (1) Extra Curricular Activity per College Year.
- b. The assignments shall be made by the Vice President of Student Affairs or his designee.
- c. This agreement does not preclude the individual faculty member from volunteering his services for additional extra curricular assignments.

L. Attendance at Receptions, Dedications, etc.

Any formal receptions or dedications will be attended by the faculty on a voluntary basis.

M. Faculty Absences

It is expected that all scheduled class and/or office commitments will be met by the faculty member, if possible. The appropriate Dean or Vice President must be notified as far in advance as possible of the first class or office commitment which will be missed. Except in cases of personal illness or emergency, such leave must be arranged in advance with the appropriate Dean or the Vice President. In cases where the absence is caused by a professional obligation which involves an honorarium, the College will pay no remuneration for substitute costs, travel expenses, or other expense, except in those cases where it is agreed beforehand by the faculty member and the appropriate Dean or Vice President that the College will pay the difference between the expenses and the honorarium when the honorarium is the smaller of the two amounts involved.

ARTICLE IV

Faculty Duties and Responsibilities

The duties and responsibilities of Faculty Members are specifically recognized and accepted by both parties to be those listed in Appendices attached to this agreement.

ARTICLE V

Contracts and Principles of Compensation

A. Basic Contracts

1. All faculty will receive contracts which will be either probationary or full status.
2. An eight-month contract will cover the period of two semesters according to the college calendar and will begin usually around September 1 and extend for 36 weeks, concluding usually around April 30.

Two months service will start with either the spring or summer session as may be agreed upon by the individual faculty member and the College. A faculty member who is requested by the College to perform two additional months of service and agrees to do so, shall receive a separate individual contract for that two month (8 week) period.

3. Twelve month individual contracts will be issued to librarians and counselors for the College year beginning July 1 and ending June 30. All twelve month contracts shall include provision for one month vacation if taken consecutively or 20 work days if broken up into segments. All vacations must be taken prior to January 1 of the following contractual period or forfeited.

B. Basic Salary Schedule for 1968-69 - Appendix F

1. Basic Salary Schedules for 36 and 48 weeks are found in Appendices.
2. General Provisions
 - a. The salary schedule has four tracks; namely, less than Master's Degree or Equivalent, Master's Degree or Equivalent, Master's Degree plus 30 hours or more, and Ph.D. (subject area).
 - b. After initial placement on the salary schedule, full annual increments will be awarded to each member of the bargaining unit, except the final increment may be a partial increment in the exact amount that may be necessary to bring the employee to the maximum of the particular assigned salary track.
 - c. Employees earning college credits in their fields of teaching or in education courses may file these credits with the appropriate Vice President as sole evidence for readiness and eligibility for new track assignments.
 - d. New track assignments will be recognized annually only at the opening of the fall semester.
 - e. The 48 week salary schedule is obtained from the 36 week schedule by multiplying by a factor of 1.25.
 - f. Employees who may be placed on the 48 week salary schedule are counselors, assistant librarians, health career instructors, and highway technology instructors. However, their extra contractual teaching during 1969-70 will be paid at the rate of \$11.25 per lecture and \$8.00 per laboratory hour.

3. Placement of Faculty Members initially employed in 1967-1968 and thereafter.

- a. Where no equivalency is necessary, a careful review of the application and credentials of the applicant will determine his appropriate track and placement. This review and placement is the responsibility of the Vice President for Instruction or his designee (or the Vice President of Student Affairs if appropriate).

A record of degrees held and experience used in track placement will be properly noted and become part of the employee's personnel record and copies will be furnished to the employee and the bargaining agent within two (2) weeks of the individual's first day of employment.

- b. Where equivalency is necessary, previous teaching experience and/or related work experience may be used to determine such equivalency on the employee's original track placement. Such experience once accepted for this purpose shall not be used again for placement on a particular step on the track. The determination of such equivalency is the responsibility of the Vice President for Instruction (or the Vice President of Student Affairs if appropriate) in consultation with the divisional chairman. A record of experience so allocated must be properly noted and become part of the employee's privileged personnel record and a copy shall be furnished to the employee and the bargaining agent, within two (2) weeks of the individual's first day of employment.

c. Equivalent BA or Equivalent MA

- (1) To be given credit for a Master's Degree when in fact an employee does not hold one, the Instructor must hold a minimum of a Bachelor's Degree and must have been employed in a non-teaching occupation directly related to the teaching assignment for a minimum of four (4) years.
- (2) To be given credit for a Bachelor's Degree when in fact an Instructor does not hold one, the Instructor must have been employed in an occupation directly related to the teaching assignment for a minimum of five (5) years.

d. Initial placement on a step in an assigned track will be done in the following manner:

- (1) Credit for up to five years' experience will be allowed in 1968-69--six years in 1969-70 on the following factors which may occur in any combination.
- (a) College teaching, counseling or librarian experience will be equated one for one.
- (b) Industrial and/or public school (K-12) teaching, counseling or librarian experience and related non-teaching experience will be equated two for three.
- (c) Teaching fellows or teaching assistant experience will be equated two for three.

- (d) Any fractions appearing in the total figure will not be counted.
 - (2) The determination of such credit is the responsibility of Vice President for Instruction or his designee (or the Vice President of Student Affairs if appropriate) in consultation with the divisional chairman.
 - (3) A record of experience so allocated must be properly noted and made part of the employee's privileged personnel record and copies will be furnished to the employee and the bargaining agent within two (2) weeks of the individual's first day of employment.
- e. All faculty members hired prior to August 10, 1967, will be adjusted to the new Salary Schedule for the 1968-69 contract year. These faculty members and any others who have accepted offers made prior to August 10, 1967, shall be allocated their experience credit up to a maximum of four years. Any such person who shall have been hired above the fourth year of experience shall not be placed on the Salary Index above experience level five for the contract year 1968-69, except those persons described in paragraph f. below.
 - f. It is understood that the administration had the right for the 1967-68 contractual period to grant to no more than three persons an experience credit up to and including seven (7) years where necessary at their discretion.

C. Salary Payments

1. Number of Payments - Basic Contracts

a. Eight-month Contracts

The basic contractual salaries of all instructors will be paid in 18 or 26 equal installments at the declared option of the Instructor.

This declared option shall be exercised once at the beginning of the contractual period.

These equal installments once declared will be paid every other Friday according to the College payroll schedule.

b. Twelve-month Contracts

The contractual salaries of all twelve month employees in the Bargaining Unit shall be paid in 26 equal installments. Vacation pay of twelve month employees shall be paid in full on the last working day preceding his first vacation day.

2. Provisions - General

- a. When a scheduled payday falls on a holiday or at the beginning of a vacation period, the paycheck shall be made available not later than the last instructional day preceding the holiday or the beginning of the vacation period.
- b. The Board shall pay on a bi-weekly basis those monies earned for extra pay for extra duties which are yearlong in nature. Those responsibilities which are not yearlong shall be paid for at the end of the activity provided that overload classes shall be paid on a bi-weekly basis commencing no later than the second payday of the appropriate contract period.
- c. All salaries paid to faculty members for spring or summer contract periods will be paid in three (3) equal installments on Friday of the 2nd, 5th and 8th week of the respective session.

D. Overload Contracts

1. 1968-69

- a. A separate contract will be written for an overload.
- b. Overloads of less than one hour beyond the basic load will not be paid. Overloads of one hour or more (including all fractions) will be paid.
- c. The rate of payment will be \$10.25 per lecture hour plus \$7.00 per laboratory hour.
- d. 1968-1969 Overload Involving Laboratory-Lecture Courses.
 - (1) Determine Instructor's total load with laboratory contact hours and lecture contact hours listed separately:

Example:

Lecture Hours	Laboratory Contact Hours
Course #1 5	10 <u>Course 1</u>
Course #2 <u>5</u>	<u>10</u> <u>Course 2</u>
10	20 Total

- (2) Add the necessary amount of equated laboratory hours to the lecture hours to bring the total up to the basic load; One (1) equated laboratory hour equals one (1) laboratory contact hour times point eight (.8).

Example:

Basic Load = 18 hours

10 lecture hours + X equated laboratory hours = 18

10 lecture hours plus (10 laboratory contact hours multiplied by .8) = 18

20 laboratory contact hours minus
 10 laboratory contact hours equals
 10 laboratory contact hours (overload)

- (3) Remaining laboratory contact hours times \$7.00 times 16 (weeks) determines overload pay;

Example:

10 (laboratory contact hours) X \$7 X 16 (weeks) = \$1120
 (overload pay)

2. 1969-70

- a. Separate contract will be written for an overload.
- b. The basic load will consist of 12 hours for members of the English Department and of 14 to 16 (equated) hours for members of all other departments.
- c. Basic loads will be as scheduled prior to registration. If, after the beginning of registration, an adjustment must be made in the schedule, because of cancellation due to lack of enrollment, the loads become as newly scheduled.
- d. No day overload will be assigned to any faculty member prior to the beginning of registration. Evening overloads may be requested by faculty members, in which case any assignment will be considered as contingent upon the establishment of a scheduled load.
- e. All members of each Division will participate in the establishment of an equitable overload rotational policy for that Division.
- f. The first four equated hours of extra contractual teaching for the fiscal year for English instructors will be paid at the rate of $1/24$ of the instructor's annual base salary per equated hour. The first four equated hours of extra contractual teaching for the fiscal year for all other instructors will be paid at a rate of $1/30$ of the instructor's annual base salary.
- g. 1969-1970 Overload Involving Lab - Lecture Course
 - (1) Determine instructor's total load with lab and lecture hours listed separately.
 - (2) Add amount of equated lab hours to lecture hour to bring total up to basic load.
 - (3) Subtract 5 (constant) from the remaining lab hours for the 1 to 1 overload to extract the four (4) prorated laboratory equated hours.

The constant is determined as follows:

4 equated laboratory hours divided by .8 = 5 laboratory contact hours (the constant)

(4) Remaining lab contact hours X \$8.00 X 16 weeks determines the overload pay.

(5) Example for all areas:

(a)	Lecture Hours	Laboratory Contact Hours	
	5	10	Course 1
	$\frac{5}{10}$	$\frac{10}{20}$	Course 2 Total

(b) Basic load = 16

$$.8x = 6 \text{ equated hours } 10 \text{ lecture hours} + .8x \text{ lab contact hours} = 16$$

$$x = 7.5 \qquad 10 \text{ lecture hours} + 6 \text{ equated hours} = 16$$

$$20 \text{ lab contact hours minus } 7.5 \text{ laboratory contact hours} = 12.5 \text{ lab contact hours.}$$

(c) $12.5 = 5$ (constant) (prorated laboratory hours) = 7.5 regular overload.

(d) $7.5 \times \$8.00 \times 16 \text{ weeks} = \$960.$ regular overload.

Prorated overload is added to the regular overload to determine total overload pay.

$$\frac{4}{30} \times \text{Base Salary} = \text{prorated overload pay.}$$

h. In keeping with past practice, full-time faculty shall have preference for all extra contractual teaching assignments.

E. Extra Contractual Assignments

Full-time faculty members accepting the duties listed below as extra contractual assignments shall be paid at the rates listed below: (Such assignments include but are not limited to the items listed.)

Coaching

Basketball - Head Coach	\$1,000
Assistant Coach	500
Cross Country	500
Swimming	500
Soccer	500
Tennis	400
Cheerleaders	150
Dramatics	600
Newspaper	600
Literary Magazine	400
Student Senate	600

By mutual agreement any of the above duties may become part of the basic contract of a faculty member.

F. Spring and Summer Pay

1. 1968-1969

- a. Separate contracts will be written for all spring and summer instruction except when such instruction is covered under Article V, Section B-2-f above.
- b. The rate of pay shall be \$10.25 per lecture hour plus \$7 per laboratory hour.

2. 1969-1970

(See Article V - D, 2a, f, g, h)

ARTICLE VI

Leaves of Absence

Request for Leaves of Absence not specified as Professional or Personal Leaves and not provided for under this agreement shall not be granted. Except as specifically provided for in this agreement, no payment of any kind will be made to a faculty member on any extended leave of absence.

A. Professional Leaves

1. General Provisions

a. Professional leaves shall be limited to:

- (1) Advanced study leaves
- (2) Sabbatical Leaves
- (3) Leaves for exchange teaching and/or assignment
- (4) Leaves for foreign country or military school teaching and/or assignment
- (5) Leaves for participation in National Defense Graduate Fellowship Programs and National Science Foundation Programs.

- b. Application for professional leave shall be filed with the appropriate Dean or Librarian not later than March First or November First preceding the semester the leave shall become effective.
- c. A faculty member on professional leave shall receive any regularly scheduled salary increases granted, including increments and shall also be subject to any general salary adjustment which may be effected.
- d. Benefits or rights accumulated by a faculty member prior to the effective date of the leave of absence shall be carried forward and credited to the faculty member upon his return.
- e. At least sixty days before the expiration date of the leave the faculty member must submit in writing to the appropriate Dean or Librarian either his intention to return, as agreed, or a request for an extension of the leave.

Failure to comply with the above shall constitute termination of employment.

- f. Faculty members who have been on a professional leave shall not be eligible for another professional leave for a two-year period after their return.
- g. A faculty member returning from a professional leave shall have the right to return to the division from which he left. In the event of the elimination of the position in the interim, seniority at Schoolcraft College will be the determining factor in filling staff assignments for which the faculty member is qualified.

Professional Leaves Continued

2. Specific Provisions

a. Advanced Study Leaves

Any Full Status faculty member may be granted a leave of absence without pay for advanced study in an academic field or technical-vocational field for a period not to exceed two years.

b. Sabbatical Leaves

- (1) Sabbatical leaves shall be interpreted as leave from duty granted to any teacher for the purpose of improving instruction or his efficiency. Sabbatical leave may be granted for one year, one-half year, or the Spring and Summer term sessions combined.
- (2) All Sabbatical leaves shall be limited to purposes that clearly promise reciprocal advantage to the College through the enhancement of personal competence by study, research, writing, travel, or cognate pursuits or any combination thereof.
- (3) Sabbatical leaves must be requested at least one semester before the effective date.
- (4) In determining their recommendations on requests for some form of Sabbatical Leave, the appropriate divisional chairman and the President shall consider the following items:
 - (a) The extent of the applicant's professional study, growth, contribution, and successful service during preceding service.
 - (b) The extent to which plans submitted for use of time while on leave are definite and educationally constructive.
 - (c) The length of uninterrupted service at Schoolcraft College.
 - (d) Reasonable and equitable distribution of applicants among the divisions and departments of the College.
- (5) A faculty member granted Sabbatical Leave shall not engage in remunerative work while on leave without the approval of the Board. Scholarships, fellowships, and teaching assistantships in approved colleges and universities or grants which do not interfere with the program of professional improvement are excepted.
- (6) Since no faculty member will be eligible for Sabbatical Leave prior to the expiration of this contract it is agreed that this item will remain incomplete at this time but that negotiations on this subject will be continued at an early date.

c. Leaves for Exchange Teaching and/or Assignment

- (1) After having served Full Status at Schoolcraft College, a faculty member may be granted a one-year Leave for Exchange Teaching and/or Assignment.
- (2) Any request for such leave shall be judged by the Board of Trustees upon its merits, namely, what benefits can be derived from such an assignment.
- (3) Not more than five per cent of the faculty members at Schoolcraft College shall be granted such leave in any one year.
- (4) The plans, as formulated by the Office of the United States Commissioner of Education, in which each exchange teacher remains under the control of the home district in matters of pay, tenure, and other related considerations, shall be in full effect.

d. Leaves for Foreign Country or Military School Teaching and/or Assignment.

After having served three years at Schoolcraft College, an Instructor may be granted leave for Foreign Country or Military School Teaching and/or Assignment for a period of one year upon recommendation of the President. Such leave is subject to renewal by the Board of Trustees for two additional years but such renewal is not automatic.

e. Leaves for Participation in National Defense Graduate Fellowship Program and National Science Foundation Grants.

National Defense Graduate Fellowship Leaves and National Science Foundation Leaves or similar leaves may be granted for a period of three years or any part thereof for pursuance of a graduate program upon the recommendation of the President and approval of the Board of Trustees.

B. Personal Leaves

1. General Provisions

a. Personal Leaves shall include but not be limited to:

- (1) Extended Health Leaves due to physical and mental causes.
- (2) Leaves to care for ill members of the immediate family.
- (3) Maternity Leaves.
- (4) Military and Peace Corps Leaves.
- (5) Leaves for Public Service.
- (6) Leaves for National, State, Local Teacher Organization Day and/or Employment.

Personal Leaves Continued

(7) Leaves for Jury Duty.

(8) Sick Leave.

- b. A faculty member returning from Personal Leave shall have the right to return to the division or department which he left. In the event of the elimination of the position during the interim, seniority at Schoolcraft College shall be the determining factor in filling staff assignments for which the faculty member is qualified.

2. Specific Provisions

a. Extended Health Leaves Due to Physical or Mental Causes

- (1) Extended Health Leave due to physical or mental causes not falling within Sick Leave Policy may be granted to full status Instructors upon request by the Instructor and recommendation by the President. Such request shall be in writing and shall be accompanied by a written diagnosis by the attending physician. Such extended Health Leave may be considered for renewal annually.
- (2) Requests for an extension of such leave or notice of intention to return must be made in writing at least 60 days prior to the termination date of the leave. Failure to follow the above procedure or failure to return after termination date of the leave will constitute termination of employment. Notice of intention to return must be accompanied by a doctor's statement attesting the faculty member's fitness. The College may at its expense require a concurring opinion from its physician before agreeing to the faculty member's return. In the absence of concurrence, additional medical evidence may be required at the Board's expense from a mutually agreeable source.

b. Leave for Care of the Ill

- (1) Leave may be granted to faculty members to care for ill members of his immediate family or close associates upon request by the faculty member and recommendation of the President.
- (2) At least sixty days before the expiration date of the leave, the faculty member must submit in writing to the appropriate Dean or Librarian either his intention to return, as agreed, or a request for an extension of the leave.

Failure to comply with the above shall constitute termination of employment.

c. Maternity Leave

- (1) Upon written request, a faculty member who is an expectant mother, may be granted a leave of absence not to exceed three years upon recommendation to the President. A full-status faculty member will automatically receive a one-year leave.
- (2) Expectant mothers shall request a leave five months prior to the expectant birth.
- (3) Leave shall begin at a time that is reasonable to the faculty member and in the best interest of the College.
- (4) A faculty member on Maternity Leave shall not be permitted to return to employment until one year after the birth of the child. Exception shall be made only upon advice of her physician and the recommendation of the President.
- (5) At least sixty days before the expiration date of the leave, the faculty member must submit in writing to the appropriate Dean or Librarian either her intention to return, as agreed, or a request for an extension of the leave.

d. Military Leaves

- (1) Any faculty member at Schoolcraft College who may be conscripted into the Defense Forces of the United States for military service or training or who enlists therein when conscription appears imminent shall be granted leave automatically and shall be reinstated with his prior status. His salary upon return shall include all annual increments accrued under the salary schedule. A faculty member who enlists when conscription is not imminent may be granted a military leave upon the recommendation of the President.
- (2) Request to return from leave must be made at least sixty days prior to the beginning of the semester in which the faculty member requests to return.
- (3) Increment credit for Military Leave shall not extend beyond the time of original enlistment or beyond the time necessary to discharge the faculty member's military obligation.
- (4) When a faculty member must take temporary Military Leave (not to exceed fourteen school days) during the contractual period, the Board of Trustees shall compensate the Instructor involved for the difference between the faculty member's pay and the military pay and shall provide a substitute for his position if necessary.

The manner of payment during this period will be specified by the College Business Office.

Personal Leaves Continued

e. Leaves for Public Service

Upon recommendation of the President, a faculty member may be granted leave for public service, subject to sufficient notice to make adequate provision for replacement. Such leave may include but is not limited to:

- (1) Campaign for public office
- (2) Servicing as a public official
- (3) Service in the Peace Corps

No more than 5 percent of the faculty shall be allowed such leave in any one year.

f. Leaves for National, State, Local Teacher Organization Duty and/or Employment.

Upon the recommendation of the President, a faculty member may be granted Leave for National, State, Local Teacher Organization Duty and/or employment subject to sufficient notice to make adequate provision for replacement.

No more than 5 percent of the instructional staff shall be allowed such leave at any one time.

g. Leave for Jury Duty

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

h. Sick Leave (included in Article VII)

ARTICLE VII

Fringe Benefits

A. Sick Leave

1. Accumulation

Fifteen days per college year, credited at the beginning of service each year, will be granted to each member of the faculty annually. An additional fifteen days will be allowed as a loaned benefit which must be repaid to the College out of the second year's credited days, or, should service terminate after this banked credit is used and before it is repaid, will be considered a debt to the College and deducted from salary.

Sick leaves may accumulate to 90 days; however, unused accumulated sick leave will be cancelled when employment with the College is terminated and will not be compensated for in terminal pay. Persons injured on the job must file workmen's compensation forms.

2. Business

The number of days allowed annually for reasons of business is limited to five. Any days taken in excess of two will be deducted from accumulated sick leave.

3. Bereavement

In case of bereavement the number of days granted will be those deemed necessary by the appropriate Dean and approved by the President. Leaves granted will not be deducted from the accumulated sick leave.

4. All sick leave days, heretofore, accumulated by an employee at Schoolcraft College shall be credited to the employee's sick leave bank.

5. Sick Leave shall be granted in cases of personal illness only.

6. The employee shall be informed annually by the Business Office of the number of accumulated Sick Leave days.

B. Insurance

The Schoolcraft College group insurance plan, as it pertains to faculty members, shall remain in its 1966-67 form except that the Board shall pay an additional one-fourth (1/4) of the dependent's annual insurance premium for 1968-1969, and an additional one-fourth (1/4) of the dependent's annual insurance premium for 1969-1970. In other words, the Board will assume three-fourths (3/4) of the total cost of the dependent's insurance in 1968-1969, and the total cost of the premium in 1969-1970.

C. Severance Pay

After ten years of service, any member of the Bargaining Unit upon severance due to retirement or death shall receive a severance benefit in an amount of \$800. Additional severance credit may be earned at the rate of \$10 for each additional calendar month of his employment after the tenth year. In no case would the maximum payment exceed \$2,000. Payment in the case of a deceased employee will be made to the beneficiary or to the estate of the deceased. Any faculty member who retires under the provisions of the Michigan Retirement Act on or before July 1, 1974, is guaranteed the base amount of \$800.

D. Admission to Courses: Faculty

All faculty of Schoolcraft College may be admitted to those Schoolcraft College courses for which they are eligible without payment of tuition or fees.

E. Admission to Courses: Faculty Dependents

The spouse and children of faculty members at Schoolcraft College may be admitted to Schoolcraft College classes for which they are eligible with a fifty percent reduction in tuition and fees.

ARTICLE VIII

Divisional Chairmen

A. Selection and Appointment

1. The chairmanship of each instructional division will be reviewed by the administration and the faculty in April of the college year in which the incumbent completes two years of service as a divisional chairman.
2. In the preceding March, each instructor in those divisions having four or more members will submit the name of a nominee for the chairmanship of the division.
3. From the names submitted, the administration will select one who will be the new divisional chairman. It will not be mandatory that the person mentioned most frequently be appointed, but in order to be appointed, he must have been nominated by at least 40% of the members of the division.
4. If the number of faculty members in a division is three or less, the selection will be made by the administration without nomination from the faculty.
5. In the event the divisional chairmanship becomes vacant (by action of the President or otherwise) before the incumbent has served two College years, the above procedure will be followed as soon as the vacancy occurs.

B. Duties and Responsibilities of Divisional Chairmen

1. Assume responsibility for planning and conducting divisional meetings. It is suggested that each division have at least one meeting per month in order to discuss divisional procedures and problems.
2. Attend and participate in meetings of the divisional chairmen. Attend and participate in meetings of the Curriculum-Instruction Committee.
3. Prepare the divisional budget request in conjunction with the instructors of the division.
4. Assume the leadership of the division in recommending to the appropriate Dean curriculum or course changes which the division believes necessary to meet the needs of the students.
5. Assume responsibility for orientation of new instructors within the division.
6. Assist in the preparation of divisional class schedules.
7. Assist in recruitment and selection of additional instructional personnel in the division.
8. Assist in instructor evaluation and rating.

Divisional Chairmen Continued

- C. The divisional chairmen will be expected to be available at the call of the Vice President for Instruction or the appropriate Dean from a date one week in advance of the beginning of the fall semester to a date one week after the conclusion of the winter semester.
- D. Compensation for the divisional chairmen shall be based on the following:
1. A base pay of \$750 and
 2. An additional \$40 for each full-time division member.
 3. Provided that a divisional chairman, in lieu of receiving financial remuneration for his chairmanship, may at his option receive released time in the form of class load reduction provided that his status remains within the definition of a full-time instructor as defined in this agreement.
 4. Reduction of basic load can be affected by:
 - a. Money acquired as remuneration for Divisional Chairman may be applied at the regular overload rate to reduce his basic load.

(Regular overload rate for 1968-69 is \$10.25 per lecture hour and \$7.00 per laboratory contact hour. For 1969-70 these rates shall be \$11.25 and \$8.00 respectively.)
 - b. The reduction must be in full course multiples.
 - c. No Divisional Chairman electing to take a reduced load may concurrently teach an overload.
- E. Duties and Responsibilities of the Curriculum-Instruction Committee.
1. Meet regularly with the Vice President for Instruction and his staff to present, consider, and resolve instructional and curricular problems of the college.
 2. Pass on all proposed curriculum and course changes before they are recommended to the President and to the Board.
 3. Facilitate communications between the faculty and the administration concerning instructional matters.
 4. Accept and perform any other duties and responsibilities mutually agreeable to the Vice President for Instruction and the chairmen.

ARTICLE IX

Grievances

A. Initiation of a Grievance

1. Any faculty member, group of faculty members or the Forum believing that there has been a violation, misinterpretation or misapplication of any provision of this agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to salaries, terms or conditions of employment, or of procedures in disciplining a faculty member or any other condition affecting wages, hours or conditions of employment may initiate a grievance.
2. The policy for presenting Grievances shall be consistent with Section Eleven of Public Act 336, 1947, as amended.
3. The "aggrieved person" is the person or persons initiating the grievance. The term "days" shall mean calendar days.

B. General Provisions

1. All discussions shall be kept confidential among the aggrieved party, the Forum representative, and the administration in the absence of the consent of the aggrieved.
2. Statement of Basic Principles

The failure of an administrator at any level to communicate his decision to the aggrieved party within the prescribed time limits set forth in this Grievance Procedure shall constitute admission by the administration that the aggrieved party correctly interpreted the terms of this agreement and the administration shall accept the interpretation of the aggrieved party as correct and, thereby, adjust the Grievance to the satisfaction of the aggrieved party and in accordance with the terms of this agreement.
3. The failure of the Faculty Member or the Forum to appeal a decision to the next highest step within the time limits prescribed in the Grievance Procedure shall constitute a withdrawal and shall bar further action on that Faculty Member's Grievance.
4. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits, however, may be extended by mutual consent.
5. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of participants.
6. The aggrieved person shall at all levels of the procedure have the right to counsel.
7. When the Grievance originates at an administrative level the faculty member or the Forum shall initiate the Grievance Procedure at that stage.

8. Hearings and conferences held under this Procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings and conferences are during school hours all employees whose presence is required shall be excused, for that purpose with no reduction in pay.

C. Procedure

1. In the interest of maintaining harmonious relations, an alleged grievance shall first be discussed with the appropriate Dean, or Librarian, or Divisional Chairman, with the object of resolving the matter informally:
 - a. by the faculty member in person on his own behalf;
 - b. by the faculty member accompanied by a Forum representative;
 - c. through the Forum representative if the faculty representative so requests, or;
 - d. by the Forum representative in the name of the Forum.
2. In the event any alleged grievance is not satisfactorily adjusted in preliminary stage, it shall be forwarded in writing to the appropriate Dean or Librarian within 30 days after the aggrieved party discovers the action on which the grievance is based. If the grievance is not filed within this time, it will be considered as waived.

The Dean shall return copies of the grievance to the faculty member and the Forum with his decision in writing within ten days of the receipt of the grievance.
3. In the event that a grievance concerning an instructor or assistant librarian is not satisfactorily resolved, it shall be referred to the Vice President for Instruction with the Dean's or Librarian's written decision. In the event a grievance concerning a counselor is not satisfactorily resolved, it shall be referred to the President with the Vice President of Student Affairs' written decision.
4. The President or Vice President for Instruction shall have fifteen (15) days to review the grievance and to arrive at a decision. The President or Vice President for Instruction shall report his decision in writing within the above period to the aggrieved party and the Forum.
5. If the faculty member or the Forum is dissatisfied with the decision of the President or the Vice President, he or the Forum may refer the matter to the Board of Trustees of Schoolcraft College within ten days after receiving the written decision by submitting a copy of the Grievance to the chairman of the Board of Trustees.

Within fifteen days of the receipt of the Grievance the Board shall meet to consider it, at which time the aggrieved faculty member or Forum shall have the right to be heard. The decision of the Board shall be communicated in writing to the faculty member and the Forum. within five days of the meeting.

Grievances Continued

6. If the faculty member or the Forum is dissatisfied with the decision of the Board of Trustees, the faculty member or Forum may request mediation by the State Labor Mediation Board.

If mediation is desired, the aggrieved faculty member or the Forum will deliver written notice of that desire to the Board of Trustees within 10 days after receipt of the decision of the Board of Trustees.

7. If either the Forum or the Board of Trustees is dissatisfied with the decision of the State Labor Mediation Board, the dissatisfied party may refer the matter to arbitration by delivering written notice of this desire to the other party within 10 days of receipt of the decision of the State Labor Mediation Board.

The arbitrator shall be the American Arbitration Association. The decision of the Association shall be final and binding on both parties provided that, the arbitrator shall confine his opinion to the sole question of whether or not (1) there has been a violation, misinterpretation or misapplication of any provision of this agreement, or (2) there has been a deviation from or misinterpretation or misapplication of written policies or procedures affecting the conditions of employment of faculty members in effect from time to time. He shall give no opinion with respect to any matter left by this agreement or by law to the discretion of the Board of Trustees or administration.

The result of the decision shall be implemented within 15 days of receipt of the decision.

8. The Board of Trustees and the aggrieved party will each pay one half of the cost of arbitration.

ARTICLE X

Miscellaneous Provisions

- A. The provisions of this contract, the salaries and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex, marital status or membership in an employee organization. The Board and the Forum pledge themselves to seek to extend the advantages of public higher education to every student without regard to race, creed, religion, sex, age, color, or national origin, and seek to achieve equality of educational opportunity for all students.
- B. **Physical Examination**
- Before the beginning of employment, all employees must submit medical evidence of reasonably good health on an appropriate form provided by the College.
- C. **Retirement**
- It is the general policy of the Board to retire employees at the end of the school year during which the employees reach the age of 65. No employee will be offered an annual contract after reaching the age of 65 except upon recommendation of the President and the approval of the Board.
- D. Since early resolution of the Calendar is essential to the meeting of printing and scheduling deadlines, the Calendar shall be negotiated by representatives of the Board and the Faculty Negotiating Team for future contracts independent of other negotiable items, negotiations on the Calendar to commence at such times as mutually agreed upon by representatives of the Board and the Faculty Negotiating Teams, but not later than January 10.
- E. **Parking Facilities**
- In the absence of a State directive or registration, the Board shall continue to provide free parking space for all employees.
- F. **Faculty Meetings**
1. Faculty meetings called by the administration shall be limited to one meeting per month during the College Year.
 2. In the absence of contrary agreement of the bargaining agent such meetings shall be limited to one Class Period in length and shall be held at 11:00 a.m. on Thursdays.
 3. Orientation meetings may be scheduled at the beginning of the Fall Semester in addition to 1 and 2 above.
- G. Instructors are responsible for choosing texts for their classes according to the textbook selection policy of the Division.

ARTICLE XI

Conformity to Law

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

ARTICLE XII

Matters Contrary to Agreement

This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. This Agreement shall likewise supersede any contrary or inconsistent terms contained in any individual faculty member's contracts heretofore in effect. All individual faculty member contracts shall be made expressly subject to the terms of this Agreement. Unless specifically stated, no provision of this contract may be waived or altered by the employer or the employee.

ARTICLE XIII

Duration of Agreement

- A. This Agreement shall be effective beginning the date of execution and continue in effect until June 30, 1970.

The salary provisions of the 1968-1969 portion of the final Agreement relative to counselors and assistant librarians shall be retroactive to July 1, 1968.

Anytime after January 1, 1970, the Faculty Forum may give notice to the Board of its intention and desire to negotiate a new Agreement and meetings between the parties for that purpose shall begin no later than ten (10) days after delivery of such written notification. By mutual consent negotiations may begin anytime prior to January 1, 1970.

- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- C. The Board hereby retains and reserves unto itself all of the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

These are limited only as expressly limited by the terms of this Agreement.

1968-1969 AND 1969-1970
SALARY AGREEMENT

As provided in the 1967-68 Master Contract, increments of approximately \$43,900 and contract adjustments of approximately \$20,713 will be distributed.

A two-year agreement has been reached containing the following provisions:

FIRST YEAR

1. Equity adjustments on the schedule of \$700 (1964 hires), \$550 (1965 hires), and \$400 (1966 hires), totaling approximately \$42,000 will be distributed among the aforementioned faculty members.
2. Salary raises of \$500 (\$625 for 1.25 contracts) will be distributed to all faculty members whose maximums will accommodate such raises.
3. The track minimums in the 1967-68 contract will be raised \$500 and similar raises will be added to the top of the tracks.
4. Full employee premium costs and 3/4 of the premium costs of dependent insurance will be paid by the College for all faculty members who desire this coverage.
5. The grandfather clause included to in the 1967-68 contract will be retained.

SECOND YEAR

1. The balance of the equity adjustments on the schedule of \$300 (1964 hires), \$250 (1965 hires), and \$200 (1966 hires) will be distributed to all faculty members whose maximums will accommodate such raises.
2. Regular increments plus raises of \$600 per faculty member (\$750 for 1.25 contracts) will be distributed to all faculty members whose maximums will accommodate such raises.
3. Track minimums and maximums will be adjusted by \$600 increases each.
4. Full employee premium costs and full premium costs for dependent insurance coverage will be paid for by the College for all faculty members requesting such coverage.
5. Vocational-Technical and nursing faculty will have their load requirements re-established at 16 hours like their academic counterparts.
6. The first 4 credit hours of extra contractual teaching during the fiscal year carried by regular faculty members will be paid on a one-for-one basis. All other overload hours will be paid at the rate of \$11.25 per lecture hour and \$8.00 per lab hour (See Formula, pp. 20-21, D-2, f and g).
7. Faculty members may be placed on the Master's Degree plus 30 track if they satisfy the following requirements:
 1. He must hold a Master's Degree earned at an institution accredited by the North Central Association of Colleges and Secondary Schools or its regional counterpart.

1968-1969 and 1969-1970
Salary Agreement Continued
Second Year Continued

2. The 30 hours must be graduate semester hours.
3. No more than six (6) of the 30 graduate semester hours may be in education courses and must be directly related to the community college field.
4. No less than 24 of the 30 graduate semester hours must be in:
 - a. The individual's teaching field(s) for instructors.
 - b. The counseling field for counselors.
 - c. The library science field for librarians.
8. Any faculty member may be placed on the Ph.D track provided he holds:
 - a. A Ph.D. in subject matter for instructors;
 - b. Either a Ph.D. or Ed.D. in counseling for counselors;
 - c. A Ph.D. or Ed.D. in library science for librarians.
9. Those persons who qualify for the master's plus thirty track, shall, in 1969-70, have their experience credit evaluated. If the individual is below his appropriate step, he shall be adjusted to the appropriate step but not more than \$500 total adjustment in addition to those increases granted: namely, the equity adjustment, regular increment, and raise.
10. The grandfather clause referred to in the 1967-68 contract will be retained.

NOTES: Individual contract problems needing clarification under this agreement are subject to negotiations with the respective teams.

Salary schedules are attached hereto and will be incorporated as exhibits to the completed contract.

All hires for 1968-69 and 1969-70 will be as per approved schedules.

APPENDIX A

SCHOOLCRAFT COLLEGE
18600 Haggerty Road - Livonia, Michigan

BASIC SALARY INDEX - 36 WEEKS - 1968-69

<u>* Step</u>	<u>Less Than a Masters Degree Equivalent</u>	<u>Masters Degree or Equivalent</u>	<u>Masters Degree + 30 Hours or More</u>	<u>Ph.D. Subject Area</u>
0	7200	8000	8500	9000
1	7500	8400	8900	9400
2	7800	8800	9300	9800
3	8100	9200	9700	10200
4	8400	9600	10100	10600
5	8700	10000	10500	11000
6	9000	10400	10900	11400
7	9300	10800	11300	11800
8	9600	11200	11700	12200
9	9900	11600	12100	12600
		12000	12500	13000
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INCREMENT	300	400	400	400

The six instructors currently assigned to Grade IV status under provisions of the Career Plan will be permitted to exceed the posted maximums listed on the salary schedule (as finally approved). Their annual increments shall be \$500 and their maximum salary shall in no case exceed \$13,000.

* Step numbers correspond to years of experience prior to the time a person occupies the step.

SCHOOLCRAFT COLLEGE
18600 Haggerty Road - Livonia, Michigan

BASIC SALARY INDEX - 48 WEEKS - 1968-69

<u>* Step</u>	<u>Less Than A Master's Degree</u>	<u>Master's Degree or Equivalent</u>	<u>Master's Degree + 30 Hrs. or More</u>	<u>Ph.D. Subject Area</u>
0	9000	10000	10625	11250
1	9375	10500	11125	11750
2	9750	11000	11625	12250
3	10125	11500	12125	12750
4	10500	12000	12625	13250
5	10875	12500	13125	13750
6	11250	13000	13625	14250
7	11625	13500	14125	14750
8	12000	14000	14625	15250
9	12375	14500	15125	15750
10		15000	15625	16250
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INCREMENT	375	500	500	500

* Step numbers correspond to years of experience prior to the time a person occupies the step.

APPENDIX C

SCHOOLCRAFT COLLEGE
18600 Haggerty Road - Livonia, Michigan

BASIC SALARY INDEX - 36 WEEKS - 1969-70

<u>* Step</u>	<u>Less Than Masters Degree Equivalent</u>	<u>Masters Degree or Equivalent</u>	<u>Masters Degree + 30 Hours or More</u>	<u>Ph.D. Subject Area</u>
0	7800	8600	9100	9600
1	8100	9000	9500	10000
2	8400	9400	9900	10400
3	8700	9800	10300	10800
4	9000	10200	10700	11200
5	9300	10600	11100	11600
6	9600	11000	11500	12000
7	9900	11400	11900	12400
8	10200	11800	12300	12800
9	10500	12200	11700	13200
		12600	13100	13600
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INCREMENT	300	400	400	400

The six instructors currently assigned to Grade IV status under provisions of the Career Plan will be permitted to exceed the posted maximums listed on the salary schedule (as finally approved).. Their annual increments shall be \$500 and their maximum salary shall in no case exceed \$13,000.

* Step numbers correspond to years of experience prior to the time a person occupies the step.

APPENDIX D

SCHOOLCRAFT COLLEGE
18600 Haggerty Road - Livonia, Michigan

BASIC SALARY INDEX - 48 WEEKS - 1969-70

<u>* Step</u>	<u>Less Than A Master's Degree</u>	<u>Master's Degree or Equivalent</u>	<u>Master's Degree + 30 Hrs. or More</u>	<u>Ph.D. (Subject Area)</u>
0	9750	10750	11375	12000
1	10125	11250	11875	12500
2	10500	11750	12375	13000
3	10875	12250	12875	13500
4	11250	12750	13375	14000
5	11625	13250	13875	14500
6	12000	13750	14375	15000
7	12375	14250	14875	15500
8	12750	14750	15375	16000
9	13125	15250	15875	16500
10		15750	16375	17000
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INCREMENT	375	500	500	500

* Step numbers correspond to years of experience prior to the time a person occupies the step.

SCHOOLCRAFT COLLEGE

DUTIES AND RESPONSIBILITIES

INSTRUCTOR

Members of the faculty at Schoolcraft College designated by the title "Instructor" are responsible to the Vice President for Instruction. The primary duty of the instructor is to teach. The following responsibilities are considered significant:

1. Teach courses in accordance with the description published in the catalog and in the most competent manner possible.
2. Schedule office hours for student consultation and post these hours prominently.
3. Meet all scheduled class and office commitments promptly.
4. Serve as a faculty adviser to those students assigned by the Office of Student Affairs.
5. Assist in registration.
6. Attend and participate in all scheduled faculty meetings unless excused by the President or unless classes conflict.
7. Emphasize to all classes the importance of prompt and regular class attendance.
8. Maintain accurate attendance records of students and submit required reports to the Registrar's Office.
9. Prepare and submit to the Registrar accurate grade reports as he requests.
10. Submit to the Office of Student Affairs reports on all students who the faculty member believes are in need of counsel.
11. Attend and participate in all scheduled divisional meetings.
12. Assume responsibility for an extra curricular activity.

SCHOOLCRAFT COLLEGE

DUTIES AND RESPONSIBILITIES

COUNSELORS

The counselors are responsible to the Vice President of Student Affairs. The duties and responsibilities assigned to this position are:

1. Assist in the total guidance and counseling program, including academic, vocational, and personal counseling.
2. Interview incoming students and develop individual programs with these students.
3. Counsel students transferring to other colleges and prepare necessary forms, except the official transcripts which are issued by the Registrar.
4. Assist with the testing program in all its phases, including administration, scoring, and analysis of counseling tests.
5. Administer individual tests as needed.
6. Assist the Vice President of Student Affairs with student orientation.
7. Assist the Vice President of Student Affairs in organization, coordination, and supervision of student events.
8. Be responsible for keeping vocational information files up to date and to inform all counselors concerning new materials.
9. Organize and conduct a continuous study of students who drop out of college during each semester.
10. Take complete responsibility for records of student events.
11. Be in charge of all student bulletin boards.
12. Perform other duties assigned by the Vice President of Student Affairs, which are not included in the above.

SCHOOLCRAFT COLLEGE

DUTIES AND RESPONSIBILITIES

ASSISTANT LIBRARIAN
(Reference)

The reference librarian is responsible to the librarian. The chief duties and responsibilities are:

1. To select materials for the library's reference collection.
2. To spend a portion of each day as reference librarian in the reading room.
3. To be responsible for the selection of books in specified subject areas and to work closely with the faculty teaching in these areas.
4. To provide the faculty with bibliographic assistance.
5. To perform other professional duties as agreed upon by the librarian and assistant librarian.

SCHOOLCRAFT COLLEGE

DUTIES AND RESPONSIBILITIES

ASSISTANT LIBRARIAN
(General Assistant)

The general assistant librarian is responsible to the librarian. The duties of this position spring primarily from the fact that two other assistant librarians--the reference librarian and the classification and cataloging librarian--need professional help in accomplishing all of their duties. Therefore the chief duties and responsibilities of the general assistant librarian are:

1. To serve a portion of each week as reference librarian in the reading room.
2. To serve as assigned as classifier and cataloger under the direction of the assistant librarian in charge of this function.

Other duties are:

3. Be responsible for the selection of books in certain subject areas and work closely with members teaching in these areas.
4. Participate in the activities of professional library associations and junior college organizations.
5. Perform other professional duties as agreed upon between the librarian and the assistant librarian.

APPENDIX I

SCHOOLCRAFT COLLEGE

DUTIES AND RESPONSIBILITIES

ASSISTANT LIBRARIAN
(Audio-Visual Materials)

The assistant librarian in charge of audio-visual materials is responsible to the librarian. The chief duties and responsibilities of this position are:

1. To work closely with the faculty to determine the needs of the audio-visual department in light of the curricula of the college.
2. To formulate policies for the audio-visual department which will best serve the needs of the faculty and students and to submit these policies to the librarian for approval.
3. To select audio-visual materials and equipment.
4. To initiate orders for audio-visual materials and equipment for the approval of the librarian and in the manner prescribed by the Business Office.
5. To classify, catalog, and process the library's collection of audio-visual materials.
6. To be responsible for the circulation of audio-visual materials and keep accurate records of this circulation.
7. To be responsible for the maintenance of the library's audio-visual materials and equipment.
8. To keep abreast of films, records, and other audio-visual materials in order to make intelligent selections.
9. To prepare the annual budget request for the audio-visual department for approval by the librarian.
10. Perform other professional duties as agreed upon between the librarian and the assistant librarian.

APPENDIX J

SCHOOLCRAFT COLLEGE

DUTIES AND RESPONSIBILITIES

ASSISTANT LIBRARIAN
(Periodicals and Documents)

The assistant librarian in charge of periodicals and documents is responsible to the librarian. The chief duties and responsibilities of this position are:

1. To take charge of the order, receipt, and circulation of all periodical, newspaper, and similar serial publications.
2. To prepare periodical publications for binding.
3. To cooperate with the faculty in selecting periodical publications to be added to the library.
4. To take charge of the order, receipt, and use of all government documents including those received by the library in its role as a government depository library.
5. Maintain efficient records of the library's holdings of serial publications and government documents.
6. Handle all correspondence concerning serial publications and government documents.
7. Formulate policies for circulation of periodical and government publications.
8. Prepare the library's annual budget request for periodical and government publications and submit the request to the librarian.
9. Oversee student employees who do clerical work on periodical and documents.
10. Handle all interlibrary loan requests.
11. Maintain a pamphlet and newspaper clipping file of current materials.
12. Serve a portion of each week as reference librarian in the library's reading room.
13. Participate in the activities of professional library associations and junior college organizations.
14. Perform other professional duties as agreed upon between the librarian and the assistant librarian.

SCHOOLCRAFT COLLEGE

APPENDIX K

DUTIES AND RESPONSIBILITIES

AUTOMOTIVE SERVICE - LABORATORY INSTRUCTOR

1. Facility - Equipment - Tools. Responsibility for laboratory maintenance of these items.
2. Procurement of parts and supplies.
3. Arrange automotive vehicles and component assemblies for training.
4. Supervise preparation of repair orders and scheduling of work to be completed.
5. Diagnosis and recommendation for corrective action of vehicles.
6. Final test and release of subject vehicles and on units.
7. Assist students in the proper use of all tools and equipment.
8. Maintain proper order and discipline in the laboratory.
9. Work week to be 40 hours.
10. Contract issued for 12 months at 1.25 rate.

SCHOOLCRAFT COLLEGE
18600 Haggerty Road - Livonia, Michigan

COLLEGE INSTRUCTIONAL CALENDAR

1968 - 1969

SUMMER SESSION

July 1, 1968	Registration
July 2, 1968	Classes Begin
July 4, 1968	Independence Day--No Classes
July 5, 1968	Last Day to add classes
August 9, 1968	Last day to drop classes without failing grades.
August 23, 1968	Last day of classes
August 24, 1968	Final grades due 12:00 noon

FALL SEMESTER - (73 Instructional Days, 2 Advising)

August 22-23, 1968	New Faculty Members Orientation
August 26, 1968	Faculty Meetings
August 27-28, 1968	Registration
August 29, 1968	Classes begin
September 2, 1968	Labor Day--No Classes
November 11-12, 1968	Advising Days--No Classes
November 28-29, 1968	Thanksgiving Holidays--No Classes
December 16, 1968	Last day of classes
December 17-20, 1968	Final Examinations
December 23, 1968	Final grades due
December 31, 1968	Fall Semester ends

WINTER SEMESTER - (73 Instructional Days, 2 Advising)

January 6-7, 1969	Registration
January 8, 1969	Classes begin
March 10-11, 1969	Advising Days--No Classes
April 4, 1969	Good Friday--No Classes
April 23, 1969	Last day of classes
April 24, 25, 28, 29, 1969	Final Examinations
April 30, 1969	Final Grades due 5:00 p.m.
May 4, 1969	Graduation--Last Day

SPRING SESSION - (37 Instructional Days)

May 5, 1969	Registration
May 6, 1969	Classes begin
May 30, 1969	Memorial Day--No Classes
June 26, 1969	Last Day of Classes *
June 27, 1969	Final Grades due

1969-1970 INSTRUCTIONAL CALENDARSUMMER SESSION - (37 Instructional Days)

June 30, 1969	Registration
July 1, 1969	Classes begin
July 4, 1969	Independence Day--No Classes
August 21, 1969	Last day of classes *
August 22, 1969	Final grades due

*Final Exams on last day
class meets.

April 24, 1968 - (68-81)

The foregoing agreement between the Board of Trustees of Northwest Wayne County Community College District and Faculty Forum of Schoolcraft College dated the _____, is approved by the undersigned:

FORUM

BOARD OF TRUSTEES

Anthony V. Rizzo, Chairman

Harold E. Fischer, Chairman

Feron Feenstra, Member
Negotiating Team

Paul Mutnick, Secretary

Albert Agosti, Member
Negotiating Team

Eric J. Bradner, President

John Kyriacopoulos, Member
Negotiating Team

W. Kenneth Lindner, Chairman
Negotiating Team

John Witten, Member
Negotiating Team

Edward V. McNally, Member
Negotiating Team

Walter Hoffmann, President

Frederick Stefanski, Member
Negotiating Team