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TITLE

Agreement Between the Board of Trustees of Henry Ford Community College and the Henry Ford Community College Federation of Teachers, American Federation of Teachers, Local 1650, 1973-75.

INSTITUTION PUB DATE NOTE

Henry Ford Community Coll., Dearborn, Mich. 18 Jun 73

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EDRS PRICE DESCRIPTORS MF-\$0.65 HC-\$3.29 Collective Bargaining; Collective Negotiation; College Faculty; *Community Colleges; Contracts; Fringe Benefits; *Higher Education; *Negotiation Agreements; Teacher Salaries; *Teacher Welfare;

*Teaching Load

IDENTIFIERS

American Federation of Teachers: *Henry Ford Community College

ABSTRACT

This agreement between the Board of Trustees of Henry Ford Community College and the Henry Ford Community College Federation of Teachers, American Federation of Teachers, Local 1650 covers the period of 1973-1975. Contents of the agreement cover recognition, board of trustee rights, union-board relations, conditions of employment, seniority, the college year, the college week, the college day, workload, class load, teaching facilities and professional improvement, grievance procedures, extended leaves of absence, personal business, jury duty, sick leave, severance pay, teacher's insurance, compensation principles, extra contractual teaching, credit for previous experience, teacher salary schedule, longevity, extra compensation, waiver of bargaining, conformity to law clause, matters contrary to agreement, and duration. Calendars are included. Document is filmed from best copy available. (MJM)

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ASSMED BY BETWEEN
THE BOAND OF TREMEES
OF HERRY FORE CONNECTIVE COURSE
AND THE BERRY FORE CONNECTIVE COLLEGE
FEDERATION OF TEACHERS, TOCAL 1660

1973-1975

This agreement is rade this 18th day of Junes 1973 by and between the Board of Trustees of heavy Ford Consumity College (hereinafter called the Board") and the Heavy Ford Consmity College Federation of Teachers, ATT Local 1659 (hereinafter referred to as the "Union"), for the period regioning September 1, 1973 and lending Roguest, 31, 1975.

1. RECOGNITION:

- A. The Board recognizes the thich as the sole and exclusive bargaining representative for the bargaining unit consisting of all classroom teachers (exclusiveless than eight contect hours); all department hoads, all courselves and all librarians (except courseloss and librarians working less than twenty hours provided). All numbers of the bargaining unit shall hereinafted be referred to as "teachers."
- B. The thick agrees to maint in its eligibility to represent all teachers by continuing to admit person to membership his put discrimination and to represent all teachers of ally regardless of membership in any employee organization.
- C. The Board agrees to continue its policy of not discriminating against any teacher on the basis of race, creed, color, pational brigin, sex, marital status or membership in or participation in, ca association with the activities of, any employee organization.
- D. The Board shall make no changes in the hours, wages and conditions of employment of teachers incorporated in this Agreement except upon mutual agreement of the Board and Union. The Board shall also make no changes, except upon mutual agreement of the Board and Union, in those portions of (a) the HTOC faculty Handbook, or (b) the Staff Handbook of Administrative Regulations, or (c) the Board Folicy Book which embody or constitute hours, was conditions of employment. When any such changes are agreed by the Board will within 10 days deliver 3 copies of such changes to the Union. It is understood that many matters involving hours, wages and conditions of employment as set forth in the aforementioned documents have been incorporated in this Agreement, and that in all such instances this Agreement shall supersede the aforementioned documents and constitute the controlling instrument.

New policies and regulations relating to hours, wages and conditions of employment hot covered by any portion of this contract which are contemplated by the Board shall be adopted only after prior adequate consultation with the Union, with a good faith intent to reach agreement. However, the Union recognizes that failure to reach agreement following such good faith consultation shall not give rise to a grievance.

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11. BOARD OF TRUSTLES RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself; all rights, possers, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Hichigan, 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 demancessary shall be limited only by the specific and express terms of this agreement.

111. UNION-BOARD RELATIONS

A. Agency Shop:

- 1. As a condition of employment, each member of the Bargaining Unit, beginning with (1) September 1973, or (2) the first complete month following a date thirty calendar days after employment in the Bargaining duit, whichever month is later, and monthly the lafter during September through June of each year during the life of this Agreement, shall tender to the Union either periodic and uniformly required Union dues, or in the alternative, a service charge in an amount equivalent to the periodic and uniformly required Union dues.
- 2. The effective date for termination of employment of any employee who fails to comply with this Article A shall be the end of the school year in which the employee's failure to comply with this Article A occurs.
- 3. No employee shall be terminated under this Article A unless:
 - a. The Union first has notified the employee by letter, explaining that he is delinquent in not tendering either periodic and uniformly required Union dues, and specifying the current amount of such delinquency, and warning him that unless such dues or service charge or a properly executed authorization are tendered within thirty calendar days of such notice, he will be reported to the Board for termination as provided in this Article A, and
 - b. The Union has furnished the board with a copy of the letter sent to the employee and notice that he has not complied with the Union's request; then requesting the Board to terminate the employee, the Union shall further specify the following by written notice:

· "the Union Cortifies that

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has failed to tender litter the periodic and uniformly required bails dues or service charge required as a condition of continual employment under the collective dangaining agreement and demends that, under the terms of the agreement, the Board shall terminate this employee."

- 4. The Board agrees that, within five days of the receipt of the notice provided in the last preceding paragraph, it shall notify the employee that his services shall be tendinated at the end of the current school year, and the Board after receipt of the said notice, the Board shall, at its option, either adopt a resolution tendinating the employment of the employee effective at the end of the current school year, or adopt a resolution initiating Tenure Act proceedings directed toward tendination of the current school year. The Board further agrees that after it has received the said notice it will not accept a checkoff authorization from such employee without the consent of the Union.
- 5. If any suit or proceeding of any kind shall be brought against the Board at any time before any tribunal in which a teacher or teachers, or any person or organization on his behalf, contests a discharge or discharges under the provisions of this Article A, the Union agrees to reimburse the Board, promptly upon demand; for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in such suit or proceeding, and also for any and all back pay or other damages for which the Board may be adjudged liable in such suit or proceeding. The Union further agrees that if it shall fail to reimburse the Board may be adjudged liable in such suit or proceeding. The Union further agrees that if it shall fail to reimburse the Board may be adjudged liable in such suit or proceeding. The Union further agrees that if it shall fail to reimburse the Board may be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Union to the board, until paid in full, all merbership dues and service charges collected by the Board on behalf of the Union fursuant to the provisions of Article B of this Agreement. The foregoing shall also apply to any reasonable legal fees and expenses incurred by the Board and any back pay liability or other damages imposed upon the Board, in any leachers' Tenure Act proceeding which may be initiated by the Board in order to implement the provisions of this Article A.

B. Durs or Septice Charge Co

- 1. During the life of the month's current unife College federation of the pay of each hard executes and delivera despitions.
- 2. The following coefficients when certiffing read

CERTIFICATION OF

I certify that units
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Date

Sign

Date of Delivery

- 3. Payroll deductions she Bargaining Unit employments; provided, howe employee shall not be zation for deduction (2) the certification to the amount of the has been delivered to days prior to the las which the change is t
- 4. A Bargaining Unit emp
 Authorization for de
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 terminate when a revo
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 the calendar month.
- All sums deducted by financial officer of fifteenth calendar of which the deductions names and the amount a deduction was made.

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ther the periodic and in dues or service charge of continued employment rgaining agreement and terms of the agreement, te this employee."

ve days of the receipt of the coding paragraph, it shall vices shall be terminated at ar, and the Board further i of the Board after receipt all, at its option, either he employment of the employee and school year, or adopt a proceedings directed toward the employee effective at ar. The Loard further agrees aid notice it will not accept the employee without the consent of the consent are supplementations.

kind shall be brought against tribunal in which a teacher ganization on his behalf, as under the provisions of to reliaburge the Board, as under the provisions of to reliaburge the Board, as onable legal fees and all Board in defending itself in a for any and all back pay or limay be adjudged liable in ion further agrees that if it a promptly upon demand for dayages, the Board shall be ar legal remedies, to apply Union to the board, until s and service charges collected ion pursuant to the provisions. The foregoing shall also apply expenses incurred by the Board ar dayages i pocad upon the tipe conding shirt way be a implement the provisions

8: Dues or Service Charge Checkoff

- During the life of this Agreement, the Board will deduct one month's current uniform and periodic Henry Ford Community College Federation of Teacher's dues or service charge from the pay of each Bargaining Unit employee who voluntarily executes and delivers to the Board a form authorizing such deductions.
- 2. The following certification form shall be used by the Union when certifying membership dues or service charge:

CERTIFICATION OF FINANCIAL OFFICER OF UNION

I certify that until further notice the mombership dues or service tharge payable under Article A of the current collective targaining agreement is percent of the employee's monthly contract salary per month for the months September through June.

Signature Union Financial Officer
Date of Delivery to Doard

- 3. Payroll deductions shall be made only from the pay see
 Bargaining Unit employees on the last payday of each calendar
 month; provided, however, the initial deduction for any
 employee shall not begin unless both (1) voluntary authorization for deduction of Union dues or service charge and
 (2) the certification of the Union's financial officer as
 to the amount of the monthly Union dues or service charge
 has been delivered to the Board at least fifteen calendar
 days prior to the last payday of the malendar monthl on
 which the change is to become effective.
- 4. A Bargaining Unit employee may revoke his "Voluntary, Authorization" for deduction of Union dues or service charge it any time by written notification to the Board on a form provided by the Board, provided notice of such revocation is given to the Union. Payrell deductions shall terminate when a revocation has been delivered to the Board at least thirty calendar days prior to the last payday of the calendar-month.
- 5. All sums deducted by the Beard shall be remitted to the financial officer of the Union once each south by the Wifteenth calendar day of the month following the month in which the deductions were made, together with a list of mames and the amount deducted foreach coployee for whom a deduction was made.



6. The poard shall not be liable to the Union by reason of this Article B for the resittance or payment of any sum other than that constituting actual deductions hade from the pay earned by the employer. In addition, the Union shall indemnify and save the Board hammless from any liability resulting from any and all claims, domands, suits or any other action arising from couplings with this Article B, or in reliance on any list, notice, tertification or authorization furnished under this Article B.

7. The Board agrees that it will not, during the life of this Agreement, deduct dues of service charges from Bargaining Unit, employees for any organization other than the Henry Ford Community College Federation of Teachers.

C. The Board shall make available to the Union upon its isascipable request and within a reasonable time thereafter such statistics and financial information, related to Henry Ford Community College and in persession of the Board as are necessary for negotiation and implementation of collective bargaining approximation. It is understood that this shall not be construed to require the Board to couplie information and statistics in the form requested not already compiled in that form unless mutually agreeable.

D. The Union will be furnished a copy of the agenda of each regular meeting of the Board with all normal attachments including the minutes of past meetings.

The Union shall be entitled to appear on the Board agenda provided that a written notification is submitted to the President's office on or before the Tuesday prior to a regularly scheduled meeting.

Lacking a written notification to appear on the agenda of the Board of Trustees, the Union shall be entitled to speak on issues affecting Henry Ford Community College at Board of Trustees meetings at such times during the meeting as are provided by the Davies-Brickel system, and as it may be amended from time to time, or at any other are able to the Board.

- E. Toacher representation on any committee appointed by the Spand and dealing with matters within the jurisdiction of the bargaining unit, other than committees formed by agreements between the faculty and the Administration pursuant to the provisions of the faculty Constitution, shall be appointed by the Union.
- F. Upon request, the President of Henry Ford Community College will meet personally with the President of the H.F.C.C. Federation of of Teachers, or vice versa, to discuss matters relating to the implementation of this agreement or to duphasize the significance to the College and/or the Union of any problems that may be under consideration at any level.

G. Rooms at the Col programs provide

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IV. CONDITIONS OF EMPLOY:

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- G. Rooms at the College may be used for Union Heetings and special programs provided that:
 - 1. Arrangements are made in advance with the Administration.
 - ideetings are scheduled within the regular shift hours of gustodial staff.
- H. Whenever possible, scheduling of classes of any member of the Executive Board of the Union which interfere with attendance at the monthly Executive Board meetings after 3.p.m. of the second Monday of each month shall be avoided, if names of Union Executive Board members are supplied to the Administration by November 1 for the spring semester schedule and by February 20 for the fall semester schedule.
- Members of the bargaining unit who by arrangement between Union and Administration participate during working hours in conferences and meetings with the administration, which involve or derive from this collective bargaining agreement, shall suffer thereby no loss in pay or benefits.
- J. The president of the Union will, upon request, be provided released time during his presidency, with no cost thereto accruing to the Board and with no penalty to the individual. If this released time is not used by the president of the Union, it may be assigned at his discretion. However, if any portion of this time is to be assigned, the Union president must supply the administration with the name(s) of such teacher(s) by November 1 for the spring semester schedule and by February 20 for the fall semester schedule, except that these notification dates will be waived in an engrgency situation where the Union president becomes incapacitated for a period of time sufficient to require a teaching substitute, provided that coverage can be assured for the classes affected.

IV. CONDITIONS OF EMPLOYMENT

A. Preferred minimum educational requirements for full-time teaching shall be a Master's degree in subject matter, or its equivalent, directly related to the teaching job being filled.

Every attempt shall be made to fill each vicancy with the best qualified person available.

B: The provisions of the Tenure Act of the State of Michigan shall apply to Henry Ford Community College and the parties agree not to raise the question of jurisdiction of the Tenure Commission or coverage of the Tenure Act in any proceedings before the Tenure Colleges of the Tenure Act in any proceedings before the Tenure Colleges of the Board against any Colleges teacher, the Tenure Colleges for should rule on the own motion that such teacher is not covered by the Tenure Act and that therefore the Tenure Commission does not have jurisdiction, the Union May then refer the matter to the "Final Stage, Arbitration" of the grievance procedure as set forth in Article XII of this Agreement by delivering written notice of its desire to arbitrate to the President of the Baard of Trustees within ten (30) working days after the Union's receipt of the decision of the Tenure Commission declining jurisdiction.

the provisions of Article XII concerning "Final Stage, Arbitration" shall apply, except that (a) the isome to be ruled upon by the arbitrator shall be whether the teacher was discharged to denoted for real curble and just cause, and (b) the arbitrator shall rake his ruling on the basis of the transcript of the hearing held before the Board of Trustees and such additional evidence, not marely repetitions or curplettive of matters in the transcript, as the arbitrator shall elect to receive. The parties may area could on submit briefs to the arbitrator, as he shall direct.

- C. The Faculty Constitution of Menny Ford Community College, as it may be amended from time to time in a munner musually agreeable to the Faculty Senate and the Administration, shall continue in force for the duration of this contract.
- D. When the teacher speaks or writes as a citizen, he shall be free from administrative and initiational reasonship and discipline. However, the respursibility for clarifying the communicator's position devolves on the teacher and a statement to the effect that he speaks as an individual, a citizen, and not in behalf of the institution should be included in this communication.

Each teacher is entitled to freedom of discussion within the classroom on all matters which are relevant to the subject under study and within his area of professional competence. The presence of any communications device during the meeting of a class shall be subject to his permission.

E. Probationary Teachers

- 1. At least three and preferably four classroom observations per year shall be made by the appropriate administrator, unless extraord mary circumstances prevail, in which case the Administration may waive such requirements.
- The Administration, if it decides to recommend to the Board the dismissal of a probationary teacher, shall furnish such teacher with a written statement containing the reason(s), for such recommendation.

Such reason(s) shall be based upon observation and/or other relevant considerations. In addition, the Administration shall provide, at the request of the affected teacher; for a conference with the administrator who recommends dismissal.

- 3. When a Teach white any, co written com
- Prior t the conce be held;
 to be dited,
- 5. The administr
- G. Any toacher o
- When gircuest teacher to take teacher shall
- 8. No probationa privileges no
- Any written recommended action which is for established channer response. Such rebe provided within administrator's action, including action, including

V. SERIORITY

- A. A seniority date of pecember 1 date who the number of year employee of the Date of the
- B. A College seniori or December & date give the number of tional employee a Ford Community Co
- C. 1. Time involved excess of 5 y creditable sy date will be

the State of Michigan shall apply of the parties agree not to raise. Jenure Commission or coverage of fore the Tenure Commission, How-proceedings instituted by the he Tenure Commission should rule is not covered by the Tenure Act is not covered by the Tenure Act is not does not have jurisdiction, to the "Final Stage, Arbitration" orth in Article XII of this Agreement desire to arbitrate to the President (10) working days after the Union's e Cx dission declining jurisdiction.

ing "First Stage, Arbitration" us to be ruled awan by whe her was discharged or denoted b) the arbitrator shall make wript of the hearing held which additional evidence, not matters in the transcript, wive. The parties may argue trator, as he shall direct.

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pon observation and/or o'Mer dition, the Administration fithe affected teacher, for aton, who reconvends dishissal.

- 3. When a Teacher Evaluation Form is submitted, the teacher may write any comments he feels are appropriate. The teacher's written comments will be attached to the Teacher Evaluation Form.
- 4. Prior to the writing of a report, it is desirable that a conference be held with the teacher involved. If any weak esses are to be cited, a conference will take place.
- 5. The administrator will offer constructive comments in writing regarding any weaknesses observed.
- 6. Any teacher on probation may request an observation.
- 7. When circums nees arise that would require a tenure teacher to take a personal leave, the prohationary teacher shall shariff a letter of resignation.
- 8. No probationary teactor shall be extended rights and/or privileges not granted a tenure teacher.
- F. Any written recommendation resulting from any department/division action which is forwarded to an appropriate administrator, through established channels at the College, is deserving of a written response. Such response should, in the normal course of events, be provided within ten (10) working days and should indicate the administrator's action (e.g., approval or disapproval, support or lack of support, acceptance for rejection, return to sender for any purpose, statement of need for further study or other appropriate action), including the reasons for his action.

SENIORITY

A seniority date is the february 1, May 1, September 1 or December 1 date which, subtracted from the current, will give the number of years of contractual service as an instructional employee of the Deardorn Edard of Education and/or the being of Trustees of Henry Ford Compunity College.

- B) A College seniority date is the rebruary 1, May 1, Signerbor 1 of December 1 date which, subtracted from the current date; will give the number of years of contractual service as an instructional employee at the College. The term "College" means lienry Ford Collumity College, above and hereinafter.
- c. \, ffrie involved in personal leave, in resignation, or time in excess of 5 years on civic leave shall not be coested as creditable solvice for semiority purposes, and the semigrity date will be advanced accordingly.

- 12. Adjustinate in adinterity dates will to based on the personal rot creditable measured to the meanest quanteryyear, and the senterity date will be advanced to the appropriate February 1, Hay 1, September 1 or December 1.
- D. Time involved in all professional leaves will be counted as crafteable service for the purpose of seminalty.
- E. Personnel who begin professional service during the course of the College year will receive the seniority date meanest the date of the commencement of their employ at. Should the date of commencement of employmentHill equidistant between seniority dates the person will receive the meanest previous seniority date.
- *F. Applicable seniority shall be passiblely bollege seniority as previously defined, exect that district seniority acquired outside the College priority to the existence of the College bargaining unit (September 1, 1966) shall be counted as College seniority at full value. District seniority acquired outsity the College/Durgaining unit subsequent to the a webt of the College-bargaining unit shall be counted as College seniority at 1/4 of full value.
- 6. When reaking instructional employees in Segiority order, if two or more employeds have the same seniority daye, they shall be ranked by the last four digits of their respective social security must ers, the one with the higher number being given higher seniority rank.

for example:

	{	Seniority Date	Social Security Humber
Teacher	1	9-1-50	367-20-6500
·Teacher.	12	9-1-59	558-30-5999 □
. Teacher		2-1-60	90-9234 ۾ مصد
Teacher	44	2-1 60	A87-65-7233
Teacher	F 5	2-1-60	999-99-0999

He la When necessary self reduction is anticipated at the College, essential courses and/or program offerings will be determined

The qualifications of current staff members will be reviewed.

Possibilities for realignment of staff utilization will be explored for the purpose of allowing faculty moders with the greatest sector it who possess the necessary qualifications (e.g. daster's degree in subject area, graduate major, or vocations certification) to remain with the follege.

An identification of faculty surplus to the College will then be made. Those not qualified to teach the prospectively existing courses and/or programs will, of necessity, be declared surplus. Those qualified to teach prospectively existing courses ane/or programs will be declared surplus in a verse seniority order.

2. full-time teachers placed on a list of surplus teachers will not be severed by the board if the following conditions exist with relation to partitime employment within their division or area of competency:

a. there is suffice (day ked/an ex to make up a d

b, the full-time specific assign

c., the division/ fange of could departs ont.

d. the division/c the/duration/c student credi cricit equive

the President of the above processe of progressing deuf surplus teacher

3. Thus exployed spa

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b, to staff near principly fun local millage

c. to replace file administer proportion and united and

shall be Subject while in such a p in Vil I and Vil

teachers at H.F.C.C. Union.

VI. THE COLLY GE YEAR

No al erotion of the decimal the term of the the Union.

B. The normal college y the semester system a consist of no less the exclusive of the figs fall within the week. Related Trades Divisionally be Labon Day Friday and Decgration

l be based on the period ost quarter year and described to the appropriate periods.

es ville be counted as credit-

v/acquired outside the College prior siving unit (September's, 1900) shall by value. Uistrict seniority acquired because to the advent of the College liegs seniority at 1/4 of full value.

y Kallege seniarity as previously

n seniority order, if two or k iste, they shall be ranked tive social security numbers, even higher seniority rank.

Social Security Humber

6 367420-6500 558-30-5999 678-90-9234 4 487-65-7233 6 999-99-6999

anticipated at the College, Afternoon will be determined.

f numbers will be reviewed.

off utilization will be exfaculty/merters with the necessary qualifications rea, graduate rajor, or n with the College

is to the College will then be a the prospectively existing cessity, be declared sumplus. The prospective of the college of th

t of surplus teachers will not losing conditions exist with ithin their division or area a. there is sufficient part-time or extra-contractual time (day and/or evening) in their area of teaching competence to make up a full-time program.

b. the full-time teachers so affected are willing to take those specific assignments as are available in the schedule

c. the division/department in question is able to provide the range of courses recovered by programs within that division/department.

d. the division/department is able to absorb and maintain, for the duration of the contract within the courses offered, any student credit hour generation which may be lost in order to effect equivalent economies.

The President of the Union will be advised of the initiation of the that are processes and will be kept reasonably currently informed of progressing development of the evolution of any prospective lies of surplus teachers.

3. Those embloyed specifically a, to replace full-time teachers on absence or on leave

b. to staff new programs, and extensions of existing programs primarily funded from other than basic state aid and/or local millage levy and limited in funding and/or duration

to replace full-time teachers this accept appointment to administer programs to program expansions of a fixed duration until and unless such administrative appointment is renewed on a continuing basis beyond the fixed durations of the program

shall be subject to termination at the end of any contractual year while in such a position without recourse to any of the provisions in V.H.1 and V.H.2.

1) The administ ation shall prepare annually a seniority list of full-time teachers at N.F.C.C. and upon request, provide a copy thereof to the Union:

VI. THE COLLEGE YEAR

A. No alteration of the basic form of the college year shall be undertaken during the term of this contract without consultation and agreement with the Union.

B. The normal college year (exclusive of the Related Trades program) under the semester system shall consist of two semesters; each of which shall consist of no less than 74 and no more than 77 instructional days, consist of no less than 74 and no more than 77 instructional days, clusive of the final examination period and recognized holidays which hall within the weeks of instruction. The normal college year for the Related Trades Division shall consist of 48 weeks. (Recognized holidays shall be Labor Day, Thanksgiving, Christmas, New Year's Day, Good priday and Decoration Day.)

C. All contracts issued to teachers shall he school contrichntracts. The treek summer session shall be scheduled in addition to the normal college year, but any alteration in its length to calendar shall be subject to agreement and consultation of the the Union. The final examination period shall normally be considered to be day on whith classes are officially dismissed in recondition of independence day shall be a paid holiday for all teachers who are members of the hargaining unit employed for that week and the work before and the track state of the hargaining that week and the work before and the track state of the hargaining that week and the work before and the track state of the large s the last scheduled day of classes in the surper session and the week before and/or the week after said holiday

VIII, THE COLLEGE DAY

VII. THE COLLEGE WELK

Honday through Friday

tinuingly involved.

The college day at Henry Ford Community College shall include such scheduled class sessions as the individual work load may prescribe, regularly scheduled conference hours and the individual teacher's laboratory dubies and such additional time as may be necessary to fulfill committee assignments and other necessary professional responsibilities, such as enrollment are registration responsibilities. The Union agrees that teachers will be expected to continue to offer some assistance voluntarily with College sponsorus activities involving the student body or the public which require professional help beyond the efforts of those staff members directly and continued to the proposition of the student of the staff members directly and continued to the student of the staff members directly and continued to the staff members directly and continued to the staff members directly and continued to the staff members directly and con-

The normal college week shall include, and he limited to, the days

8. Beginning times of classes taught as part of the teacher's regular teaching assisment shall not be more than six hours apart on any given day and the span of class time on any given day shall not exceed seven consecutive hours, except that in the R.T.I. program this time limitation may be extented on no more than two days a week, such days not to be consecutive, in the event that such an. extension should be necessary to the effective conduct of the pipgram. Whenever scheduling difficulties cannot be resolved within the usual

7-hour limitation which may arise because of concurrent demands on facilities from the Technical and the R.T.I. programs and or calendars these difficulties may necessitate an 8-hour span of time for some members of the Technical division. In no case should more than 50% of any one department be so affected in any one senester nor should any one faculty member be so affected in consecutive semesters. Such arrangements are best effected in a cooperative effort between teaching faculty and administration.

Any other exceptions to the above will occur only by agreement between the Union and the administration to which the president of the union and the Labor Relations Office are party.

IX. JHORK COAD The full-t

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ty College shall include such idual work load may prescribe, and the individual teacher's time as may be necessary to er necessary professional and registration responsibilas will be expected to continue with College sponsored activities lie which require professional fuenteers directly and con-

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IX. NORK LOAD

- A. The full-time teaching load in the College carallel, the technical, the R.T.I. and, when applicable, the M.T. programs, shall be considered to consist of 15 contact hours per week, with provision for minor variations to accommodate differing confact hours for particularized courses. However, 12 contact hours per week shall be considered to be the work load for full-time teachers who teach three or more composition classes (English 1, 10, 11, 31, 32, 45).
- A contact hour is defined as a 50-minute classroom session, inclusive of laboratory periods.

it is agreed that, in order to avoid any R.T.I. glass dropping helow 14 sessions per tri-mester, the administration may transpose "lights" of instruction.

- B. The teaching load shall also include one (1) announced, posted and scheduled conference hour, during which teachers will be regularly available to students, for each three (3) contact hours in the regularlassignment.
- C. A minimum of 25 hours per week, hould be spent on the college campus, for purpose of meeting of classes, for conference-office hours (scheduled and unscheduled) and for such official faculty, committee and divisional or detail brantal, neetings as may be scheduled.
- b. The normal work load for librarians and counsellors shall be considered to be 35 hours per week. The same shall be true of other teachers performing non-teaching respectfullities exclusively.
- E. All arrangments for substitutes for contractual or extra-contestual teaching shall be conducted through the Coordinator, Devision Hond, or Department Chairman and shall have the approval of the appropriate Bean.

X, CLASS LOAD

the number of students assigned to classes shall be limited by existing practice. Sicial consideration will be given to the problem of introducing new courses or sustaining advanced becomes essential to the integrity of particular progress and/or departments, and to commitmants hade to students enrolled in sequential progress.

XI. *TEACHING FACILITIES AND PROFESSIONAL HIPROVENENT

A. The administration shall rake every effort to previous each facolty reader ample office space, and the equipment adoessary, such as a desk, switch chair, visitor's chair, file cobinet and bookenses; for effective instructional preparation, and function, hid objective should be a one-man office for full time faculty and opportunity for private conferences with surface by parttime faculty.

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- B. In Board shall continue to provide at no charge a year-around parking place for all teachers.
- C. Any teacher assigned, as a part of his regular tood, to teach eless on both campuses in a single day or on one campus and at another focution off-campus, shall be compensated for round-trip travel between said campuses or campus and location at a rate of 1%/a To. milease to be determined by school district maps or milease charts or; if such should not provide the necessary mileage, by actual odometer reading for district travel.
- p. The doard shall continue to provide a confortable faculty Lounge with facilities for cating, relaxing, and professional conferences and meetings.
- for faculty in its operating budget in the amount of \$60.00 per teacher, said funds to be allocated and definistered according to procedures already established at the College. The purpose of the provision of such funds is to allow the opportunity for attendance at conferences which will serve to enhance either the processional competencies of the instructor or the quality of instruction to hire students or both. The president shall bear the responsibility to assure that the intent and the prospective product of the conference to whice attendance is requested appears to serve uses purposes. When the travel or conference is initiated by administrative request for the purpose of serving administratively determined ends, the provision of funds for such travel shall not deprive other members of the travel-conference group of the opportunity to participate in conferences of their, own choosing.

With administrative approval, additional funds may be made available for invitational participation in programs which reflect credit upon both individual teachers and the College.

XII. GRIEVANCE PROCEDURE

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A. Definition of Grievance

The term "Gric ince" shall be inchpreted to mean a complaint by a teacher on by the Union in its can behalf that (1) there has been a violation, misinterpretation of this Agreement, or (2) there has been a violation, misinterpretation or misapplication of written policies or procedures affecting the conditions of employment of Teachers in effect from time to time. Whenever the term "Teacher" is used it may be interpreted as a plural.

B. Statement of Basic Principles

- 1. Every teacher or group of teachers shall have the right to present prievances in accordance with these procedures.
- 2. All discussions shall be kept confidential during procedural stages of the resolution of a priprance.

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10. Hearings and conducted at reasonable of entitled to conferences province is purpose.

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mean a complaint by hat (1) there has dication of any been a violation, a policies or proat of Teachers' in "Teacher" in uped

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- A teacher who participates in these grievances procedures shall not be subject to discipline on reprisal because of such potterpation.
- 4. Administrators have the responsibility to consider and take action promptly, within authority delegated to them, on grievances presented to them.
- 5. The failure of an administrator at any level to communicate his decision to the teacher or union within the proper time limits permits the teacher to proceed to the next stage within the limits provided had the decision been rendered on time.
- 6. The failure of a teacher or the Union to appeal a decision to the next higher stage within the proper time limits shall constitute a withdrawal and shall bur further action on that teacher's grivance.
- 7. The tea her (or group of leachers) has a right to be present and to be represented, at his option. If the teacher elects to be represented his representative shall not be a representative of any teacher aganization other than the Union.
- 8. When the prievance originates at an administrative level higher than coordinator, division head or department chairman, the teacher (or the Union) shall start the grievance at the appropriate written stage of the grievance procedure as designated herein.
- 9. In any instance there the Union is not represented in the grievance procedure, the administrator mising the decision will notify the Union in writing of the resolution of the gricyance at each level. The Union may appeal any decision which would seem either to violate any term of the contract or to affect working could tiens of the teachers in the bargaining unit.
- 10. Hearings and conferences held under this procedure shall be exhibited at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Men such hearings and conferences are during school hours all employees whose procedure is required shall be excused, with pay, for that purpose.
- 11. The placement of a teacher on a third year of probation, the decrial of tenure, or action brought against a teacher under the Tenure Act shall not be considered as falling within the province of the grievance procedure, except as specified in Section B of Agicle 19, lioweyer, a probationary teacher who has been notified of denial of tenure or of placement on third year of probation will, upon the teacher's written request, be granted an interview with the President. The teacher may be accompanied by a union representative of the teacher so testives. Upon the teacher, advance written request, the president will arrange for the presence of the appropriate Coordinator, Division Head or Department Chairman.

C. Individual Cristanos Procedure

1. Proliminary Stage

In the interest of maintaining harmonices relations, the apprieved teacher may have an oral conference with the condinator, division head, department have, department chains or appropriate administrator you discovery of the prievance and prior to initiating formal written grievance procedures.

2. Formal Stages

First Written Stage, College Administration

- a. Any grievance shall be forwarded in writing to the respective dean within whose jurisdiction the grievance a occurred within 23 working days of the discovery of the grievance.
- b. The dean shall return copies of the grieval at the teacher and the Union with his decision in writing within 10 working days of the receipt of the prievance.

Second Written Stage, College Administration:

- a. If the teacher (or Union) is dissatisfied with the decision at the first stage, he (or the Union) may refer the matter directly to the President by submitting a copy of the grievance and the decision returned to him by the dean within 10 working days of its receipt.
- b. The President, or his designated representative, shall inform in writing the aggrieved teacher, the Union, and the Uean involved of his decision within 10 working days of the receipt of the grievance. The aggrieved teacher (or the Union) shall have the right to a conference with the President, or his designated representative, within hims time limit.

Third Written Stage, Board of Trustees

a. If the teacher (or the Union) is dissatisfied with the decision of the President, or the President's designated representative the teacher (or the Union) may refer the matter to the bard of Trustees within 10 working days after receipt of the decision of the President, or the Fresident's designated representative, by submitting a copy of the grievance and all previous decisions to the Chairman of the Board of Trustees.

b. Within 3 day;
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First Stope, Arole

- a. If the Union hay the Union may written notice of the Board will receipt of the be salected, a the rules of the and expenses of Board and the U to the sole que violation, missivision of his

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- of the parties, day either part of its desire t if such writte; not become fin
- 3. Time for Implement

Any agreement reach be implemented as s possible. When condecision will be in

XIII. EXTENDED LEAVES OF ABSENCE

Requests for Heaves of absoleaves and not provided for as specifically provided it be made to or for a teacher

- A. Professional Leaves
 - 1 General Provisions
 - a. A teacher return the right to re he left. In the tion during inc munity college. ling staff assi



b. Within 30 days of the receipt of the frievance the Board shall neet to consider it. The apprieved teacher on Union shall have the right to be heard. The decision of the Board shall be commissated in writing to the teacher and the Union within 5 working days of the formal action. Final Stage (Arbitistica If the Union is dissolisfied with the decision of the Board,

the Union may refer the matter to drottration by delivering written motice of its desire to arbitrate to the President or the Board within ten working days after the inion's receipt of the decision of the Board. The arbitrator shall be selected, and the arbitration shall te conducted, under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be skared equally by the Board and the Union. 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, on (2) there has been a deviation from or misinterpretation or misopplication of written policles or procedures affecting the conditions of captoyment of teachers in effect from time to time. He shall give no opinion with respect to any matter left by this Agramment or by law to the discretion of the Board or administration.

The arbitrator's award shall become final and binding on the fifteenth (15th) day following its delivery to both of the parties, unless prior to such fifteenth (15th). day either party rives written notice to the other party of its desire that the award not be final and binding. If such written notice is timely given, the award shall Not becare final and binding but shall be advisory.

3. Time for Implementation

Any agreement reached through the grievance procedure must be implemented as econ as conditions and circumstances make possible. When conditions, and circumstances permit, such a decision will be implemented within thirty calendar days.

XIII. EXTERDED LEAVES OF ABSENCE

Requests for leaves of aboc a not sprifted as professional or personal leaves and not provided for inder policy shall not be granted. Except as specifically provided in this article no payments of any kind will be hade to or for a teacher on any extended leave of absence.

- Professional Leaves :

Ceneral Avovisions a. A teather retirning from a Professional Leave shall have the right to return to the division of department which he left. In the eacht of the elicination of the posi-tion during the interim, scalerity de fenry ford ten-punity College shall be the detention factor in filling staff assignments for which the teacher is qualified.

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b. Dran raturn from professional legue a teacher shall receive any regularly acheculed salary increases branced, including increasests, and shall also be subject to any repertal salary adjustment which may be effected.

c. A request for an extension of a leave of absence must be made in writing and submitted at least 60 days before the end of the semester in which the leave is to tend, hate. Failure to request an extension shall constitute termination of leave. Failure to return to employment upon termination of leave shall trustitute termination of employment.

Id. Benefits or rights accumulated by a teacher prior to the effective date of the leave of absence shall be carried forward and credited to the teacher upon his return.

e. Pleachers who have comen a Professional Leave shall not be eligible for an experience professional Leave for a three year period after their rotum.

f. Applications for Professional Leave shall be filled in the President's Office not later than March 1st or November 1st preceding the semester that the leave shall become effective.

g. 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 Forticipation in Nation Defense
- (5) Leaves for Participation in Natic Defense
 Graduate Fellowing Program

2. Myanced Study Leaves

Any tenure teacher with a minimum of three years of active service at Henry ford Community College may be granted a leave of absence without pay for advanced study for a period not to exceed one year, upon recommendation of the President. Any extension of such leave shall be made only by special action of the Board upon recommendation of the President.

3. Sabbatical Leaves

a. Sabbatical Leave shall be interpreted as leave from duty granted to any teacher after seven years of active service in the Dearborn Public Schools (or after such number of years as may be permitted by amondment of present law), at least four of which must be at Henry Ford Community College, for the purpose of improving distriction. If teachers who qualify under the four year provision do not fill the quota then the four year provision shall be valved. Sarbatical Leave may be granted for one year or for one semester as may be recommended by the President and approved by the Board.

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leave prantal for its essional study, for for on publications, for ravel, or for travel combined with study, or for any other reason which, in the opinion of the President, will improve instruction in linny ford Community College or will improve the bificions of the teacher shall be considered consistent with the purposes of Substical Leave.

c. Resumenation 17 teachers granted Subtational leave shall be at the rate of one half the salary to be received at the time the Jeave begins and such remuneration not to extend beyond one year. The board will continue to pay, such insurance premiums as may be in offect for teachers notion Subtational Leave.

d. Not more than two per cent of the teachers at lignly ford Cumunity College shall be granted Sabbatical Leave in any one year.

a. In determining his recognishations on requests for Sabbation Leaves, the President shall consider the following items:

(Y) The extent of the applicant's professional study, growth, contribution, and successful service during the preceding seven years.

(2) The extent to which plans rubmitted for use of time while on leave are definite and educationally constructive.

(3) The length of uninterrupted service at lienty ford Community folloge.

(4) Reasonable and equitable distribution of applicants among the divisions and departments of the College.

f. A teacher granted Sabbatical Leave shall not engage in remunerative work while on leave without the approval of the President. Scholarchips and fellowships in approved colleges and universities or grants which do not interfere with the program of professional improvement are excepted.

g. A teacher who does not return to Honry Ford Community
Gollege for a period of at least one year after completing his Sabbatical Leave shall reinburse the Board for
all monies received from it during such leave.

4. Leaves for Exchange Teaching and/or Assignment

a. After having served three years at llcary ford Community College, a tenure teacher may be granted a me-year Leave for Exchange Teaching and/or Assignment.

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- Any request for such leave shall be judged by the Prosident upon its merits, namely what benefits can be derived from such an assignment.
- c. Not note than one procent of the teachers at learly ford Committy College shall be granted such leave in any one year.
- d. The plans as formulated by the office of the United States Commissioner of Education, in which cach exchange teacher remains under the control of the home district in matters of pay, whore, and other related considerations, shall be in-full effect.
- e; Opportunities for Exchange Teaching and/or Assignment positions shall be advictised.
- Leaves for Foreign Country or Hilltary School Teaching and/or Assignment
 - a. After having served three years at Henry Ford Community College, a teacher may be granted Leavesfor Foreign Country on Hilltary 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 for one additional year.
 - b. Any request for such leave shall be judged by the president upon its merits, namely, what benefits car, be derived from such an assignment.
 - c. Not more than one per cent of teachers at Henry Ford Community College shall be granted such leave in any one year.
- 6 / Leaves for Participation in Nation 1 Defense Graduate Fellowship Program
 - a National Defense Graduate Fellowship Leaves may be granted for a period of three years or any part thereof for successful completion of a graduate program in pursuence of a master Progree or a doctor's degree upon the recommendation of the President and approval of the Board.
 - b. Such conditions as apply to Sabbatica leave shall apply to those leaves except that these leaves may be extended by three years or a part thereof.
- B. Personal Leaves
 - 1. General Provisions
 - a. A teacher 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 Henry Ford Community. College shall be the determining factor in filling staff assignments for which the teacher is qualified.

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il leave shall have the or dependent Which he ination of the contient a factor in filling staff er in qualified.

- b. Upon roturn from a Personal Leave a teacher shall receive any regularly scheduled salary increase granted, excluding increments (except in the case of Kilitary and Peace Corps leaves for which service increments shall be awarded), and shall be subject to any general salary adjustments which may be effected.
- Benefits or rights accumulated by a to chemprion to the offective a to of the leave of the leave of the shall be carried forward and credited to the teacher usen his retuin.
- d. Personal Leaves shall be limited to:
 - (1) Extended Health Leaves Due to Physical or Montal
 - Leaves to Carc for [1] Members of Innediate Family Child Care Leaves
 - Involuntary Leaves Hilltary and Peace Corps Leaves

 - Leaves for Public Service Leaves for Hational or State Union Doty
- 2. Extende! Health Leaves Due to Physical or Mental Causes

Extended Health Leave due to physical or mental causes not falling within Sick Leave Policy may be granted to tenure teachers upon request by the teacher, recommendation by the President, and approval by the Board. 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.

- b. A request for an extension of leave or notice of intention to return must be made in writing and submitted at least 60 days before the end of the semester in which the leave is to terminate. Failure to return after termination date of the leave will constitute termination of puployment, subject to the provisions of the State Tenne Act. llotions of intention to return must be accommised by a doctor's statement attesting the teacher's fitness.
- Leave for Care of III Hembers of the Innediate Family
 - a. Leave may be granted to tonure teachers to care for ill members of the immediate family woon request by the teacher, recommendation by the President, and approval by the Board. Sufficient proof cust be submitted to the President that leave or extended leave is necessary before the request will be granted.
 - The immediate family shall be received to include husband, wife, children, father, nother, brother, sister, grand-wiring, sunt, uncle, and close relative in less co close

A request for an extension of leave or notice of intention to return must be made in initing and submitted at least 60 days before the end of the semester in which the leave is to terminate. Failure to return after termination date of the leave shall constitute termination of employment, subject to the provisions of the State Termine Act.

. 'hild Care Leave

- A tenure feacher who becomes legally responsible for a child, gives birth to a child, adopts a child or acquires, a child by marriage is eligible for Child Care Leave.
- b. Request for a Child Care Leave shall be submitted in writing to the President's office ninety (90) days prior to the date leave is to begin, unless circumstances clearly preclude opportunity for such notice.
- c. Child Care Meave, when granted, shall initially be for whatever portion remains of the school year in which leave begins, or for the entirety of the school year with which leave begins. Such initial leave shall be subject to not more than two (2) annual one-year renewals.
- d. Request for renewal must be made to the President's office, in writing, at least nigety (90) days before the end of the semester with which leave will expire.
- e. Return from Child Care Leave, other leave provisions of the contract notwithstanding, will be to a comparable position in the Henry Ford Community College, not later than two years from the end of the school year in which or with which leave segan, failure to request renewal, and/or failure to notify the president's office in writing of intent to return, at least ninety (90) days prior to the end of the final senset of leave, in response to notification by the Personnel Office, will constitute termination of employment.
- f. A return from Child Care Leave prior to the expiration of the leave shall occur only with the consent of the teacher and the approval of the President.
- 5. Involuntary Leave
 - a. A teacher may be requested to take involuntary Leave when it is apparent to the President that the teacher is no longer able physically and/or mentally to discharge his duties in a competent manner.
 - b. With the approval of the Board, the President may request in writing that any teacher take a physical or mental examination at Board expense, the results of which may be used for determining/involuntary leave.
 - c. When an examination is requested, a report of three physicians shall be required; one physician shall be selected by the teacher, one selected by the Board and one mutually agreed upon by both parties.

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leave provisions of the a comparable position in a later than two years from a rith which leave began allure to notify the int to return, at least the final semester of

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voluntary Leave when it teacher is no longer scharge his juiles in

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d. A teacher requesting return from involuntary Leave may return only upon the recommendation of the President and by approval of the Board within the provisions of the State Tenure Act. The request to return must be made at least sixty days prior to the return date.

6. Military and Peace Corps Leaves

a, how tracher at lenry ford Community College who may enlist or be conscripted into the Defense forces of the infeed States for military service or training or into the mace Corps shall be reinstated as a regular teacher with full credit including annual increments under the salary schedule. Reinstatement shall be contingent upon written request supported by a doctor's statement that said applicant is fully qualified to perform the duties of his position.

b. Request to return from leave must be made at least sixty
days prior to the beginning of the semester in which the
teacher requests to return.

c. In ment credit for Military Leave shall not extend be disease of original enlishment to beyond the til assary to discharge the teacher's military obligation.

td. When an employee must take temporary Military Leave (not to exceed 14 School days) during the school year, the Board shall compensate the teacher involved for the difference between the teaching pay for the period of service and the military pay for the weekdays of military service during the school year, and shall provide a substitute for his position.

1. Leaves for Pivile Service

a. A teacher may be granted lear, for Public Service on en annual basis if he is elected or appointed to ablic office, subject to sufficient notice to rake adaquate provision for replacement. Such leave shall not be extended beyond a spoond year and the request for extension must be made in writing at least sixty days before the expiration date of the original leave.

b. No nore than one teacher shall be allowed such leave in any one year.

8. Leaves for National, State or Local Union Duty

a. A teacher may be granted leave for National or State than buty for one year, subject to annual reminal at the discretion of the Forrd. 2—or for removal must be had in writing at least 60 days before the experition of any year of leave. No long than one teacher hall to allowed such have at any one time.

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In A to the elected to office in lead 1650 will utto written request to planted leave of absence, full armitted from the solution as he hold such effice. Persest for such leave much be made in written at least to day before the beginning of the sandther in which the leave is to become effective, and notification, that the trached intends to terminate such leave runt or given in writing at least 60 days before the beginning of the sensiter in which the termination of leave is to become effective.

XIV. PERSONAL BUSINESS

Fach full-time teacher will be allowed a total humorr of personal onsigns days equivalent to one-half (3/2) day personatractual month.

- A. Personal business days are provided for personal business of a non-profit nature that cannot be taken care of outside of school nours. When an instructor makes use of a personal business day, it is assumed by the administration and the instructor that the activity in which he is engaged on that day is more important than his teaching responsibility on that particular day.
- B. In the event a teacher is confronted whi a death in the family, with a required court appearance pursuant to subpoens, with the need for care of a monder of the family or with catastrophic events resulting in impirent danger to family or to non-business property, and has already expended his personal business days, the President may grant additional days not to exceed five.

.XV. JURY DUTY

A lc ve of absence shall be granted a teacher called for jury service, provided that the Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and the daily jury duty fee paid. The Board shall only be obligated to pay said difference where the teacher cooperates with the administration in seeking to be excused from such service.

XVI. SICK LEA.

A. The sick leave bank of each teacher shall be frozen at the balance accumulated up to and including June 30, 1366. Any 'Dearborn School District teacher who transfers to llenny Ford Community College will be credited with any unused sick leave of accumulated to the date of transfer.

B: Each to then Shall noith of centleyes, so credital shall

C. All size leave in shall to charged cluding time 30, exhausted, the tea Sickness benefits D. Cledited sick leave ever, any uncorne

ducted from the (s E. Sick leave shall A teacher his tall consecutive works his implifiate sup

rizing his return F. Teach is chiployed this days sick lea

Teachers who are school program, syear (three in Riting to the connection (it

Sick days will one-half (1/2) of class and/or one whichever is greater as a for a given day from the first and continued of down their scheduled daysed in the installant aprevious

XVII. SEVERNICE PAY

A. Any regular teach
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ed for ATS service, pay an alount equal computed on a daily shill poly be cooperates with ach service.

frozen at the -0, 1965; Any E to Pancy Ford Used sick leave B. Each teacher shall be credited with one day of sick leave for each, month of cuployment at the beginning of each fiscal year. The days so credited shall be non-cumulative.

C. All sick leave in excess of that credited in the above paragraph shall be charged against the balance accumulated up to and including June 30, 1966. When all accumulated sick leave has been exhausted, the teacher shall be entitled to Keekly Accident and Sickness Benefits as described under Article XVII, Section U.

O. Credited sick leave days may be used prior to being carned; however, any unearned sick days that have been so used will be deducted from the final pay in case of termination of employment.

E. Sick leave shall be granted for purposes of personal filiness only.

A teacher who takes an extended sick leave of more than ten (10) consecutive working days shall have and, upon request, present to his immediate supervisor, a certificate from his physician authorizing his return to work before returning to work.

F. Teachers employed in a summer school program shall be credited with two days sick leave, non-cumulative.

G. Teachers who are members of the Bargaining Unit employed in a night school program, shall be credited with two days sick/leave for each year (three in RTI), such days to be con-cumulative and to be used in connection with continuing night school assignment only,

Sick days will be taken in one (1) day or one-half (1/2) day units. One-half (1/2) day units will be used on days when at least one class, ind/or one-half (1/2) the scheduled classes for that day, whiche in is greater, are met. If the number of classes scheduled for a given day is an uneven number, the one-half (1/2) shall be no indeed off downward, half-day computation will be used for librarians and counselors when 1/2, or the closest fraction to 1/2, their scheduled day's duties are met. Full-day computation will used in the instances when less than the scheduled duties outlined in the 3 previous sentences are met.

XVII. SEVERANCE PAY

A. Any regular teacher who retires and the estate of one who dies while employed by the Board shall be eligible for severance pay of one and one-half (1.1/2) days pay for each full year of active service in the Bearlorn Public Schools. Time spent on Professional Leave and Personal Leave, Sabbatical excepted, will not be counted as active service. For purposes of computation of a day's pay the fraction of 1/20 of a month's pay will be used.

8. A retiree, in order to be eligible for severance pay, such quality for regular and/or redical retirement under the Michigan School Employees Retirement System. May employee who retires after age of sixty-two (62) shall also be chimble for new mace pay.

MITT. TEACHER'S INSURANCE

A. Horkmon's Compensation

The Board shall carry Workmen's Compensation Insurance so that a teacher disabled from an injury or disease due to his employment may receive medical attention, and weekly benefits while losing pay. Such Insurance shall cover all benefits required by Michigan's Workmen's Compensation Act.

B. Weekly Accident and Sickness Demefits

Any regular teacher who has used Mis 10 allotted sick days for a given year and has used all of his accumulated sick leave shall receive weekly accident and sick leave benefits amounting to 75% of his tentract salary payable for as long as 52 weeks if a disability commencing during the tend of the policy prevents him from performing his usual work as provided in likeligan Life Insurance Company "Hischigan Teachers Complemental Accident and Sickness Plan". If after 52 weeks he is totally disabled and house confined, one-half the weekly benefit shall be payable for as long as 52 additional weeks.

C. Accidental Death or Dismonderment Benefits

The Board shall pay the full premium for accidental death or dismemberment benefits for each teacher if he shall sustain any of the losses listed below within fifty-two (52) weeks after an accident:

Life. \$5,000
Both Hands or Both Feet \$5,000
Sight of Both Eyes \$5,000
One Hand and Prie Foot \$5,000
Lither Hand or Foot and Sight of One Eye \$5,000
A Hand, Foot or Sight of One Eye \$2,500
Thunb or Index Finger \$1,250

D. Group Term Life Insurance

- 1. The Board will provide \$12,000 group term life insurance for each employee. All employees termed regular employees by contract provisions are eligible for such insurance. The employee will enroll and designate his beneficiary on the proper application form,
- Coverage for new employees will become effective the first
 of the month following the beginning date of employment,
 provided the necessary enrollment forms have been filed
 with the Payroll Department.
- Employees being terminated or no longer receiving payroll checks have the option of applying for coverage under the policy on a direct payment basis under the rules established by the carrier.

1. Hospital Sungical

- 1. The most sk benefits. Co provided for Hospital Care and Hastpr Au vide under t Hed under t Hed under t July the Sl.C in the form u January and a Cusiness Offi payment and c
- 2. The board will coverage on it of the hespite to the full scation or coverage to provided that described in.
- 3. The coverage going may be, only, or (2) children:19 y vided it prop have been pro
- 4. For those engaged to the pital plan of cost of such same the ball cost of such per possible.
- 5. Employees Alay days of the d ties to enrol only during e

·XIX. COPPENSATION PHINCIPL

- A. Salary of full-ti by the terms of t perfence and mual of the bargaininmanner as those of shall advance on members of the be-
- B. In 1973-1974, See day on friday, Se paid on the fift friday, June 7,

Mospital-Surgical-Medical Genefits

- 1. The ward shall provide coverage for hospital-surgical-nedical benefits. Coverages shall be the hospital expense benefits provided for sist-private accordations under the Comprehensive lossital Care Certificate of Hichigan Hospital Service with Hyr #2 and Master Medical and the surgical-medical expense benefits provided under the Employment Group Benefits Certificate of Michigan dedical Service with Master Medical, MF #2, prescription coverage with the \$1.00 deductible and MC Rider. In addition, full payment in the form of reimbursement for the F Rider will be made in danuary and done according to the procedure established by the lasiness Office. This will include presentation of evidence of payment and establishment of eligibility of the dependent rider.
- The board will make monthly contribution for the following month's coverage on behalf of each subscribin employee, toward the cost of the hospital-surgical-medical coverages described above equal to the full subscription rate or premium charge for the classifi-cation or coverage to which the employee shall have subscribed eccording to his narical status and the number of his dependents, provided that such coverage is not in excess of the coverage described in the next paragraph.
- The coverage for which the Board will contribute under the fore-going may be, at the employee's oftion, protection for (1) self only, or (2) self and family (including only spouse and eligible children 15 years of age and under). Coverage will only be pro-vided if proper enrollment forms and/or contract revision forms have been properly filed with the Payrell Repartment.
- For those employees who do not desire the above coverage, the board will take monthly contributions to Hetro Has pital Plan on behalf of subscribing coployees, to ards the cost of such coverage on the same basis and subject to the same limitations as are contained above. This coverage usil be the Add equivalent of the above benefit; insofar as is possible.
- Employees May enroll under the "new hire" clause, within thirty days of the date of original employment. Subsequent opportunities to enroll in either it the above plans shall be provided only during enrollment periods specified by the carrier.

XIX. COMENSATION PRINCIPLES

A Salary of full-time menters of the bargaining unit shall be determined by the terms of this Agreement in respect to salary schedule and experience and nyalification credits. The salaries of part-time members of the bargaining unit shall be determined in the same standard marner as those of other part-time teachers, except that such members shall advance on the salary schedule in the same way as full-time weaters of the bargaining unit.

E. In 1973-1974, September thecks will a paid to those reserting on opening day on Friday, September 14, 1973, of toher through have diecis will be paid on the fifteenth of each worth. The Juny check will be paid on

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In 1974-1975. September checks will be paid to those reporting or opening day on friday, September 13, 1974. October through P checks will be paid on the differenth of each month. The Junction checkwill be paid on friday, June 6, 186.

Teachers will be paid on a monthly basis with to funds withheld for summer pay.

- C. When a scheduled pay day falls within the first three days of a school vacation period or on a weekend, paychecks shall be available on the last teaching day preceding the school vacation period or weekend. During vacation periods, paychecks shall be available at the Business Office on the schooled payroll dates.
- D. The Board shall pay on a current basis those monies earned for extra-pay for extra duties which are year-long in nature. Those responsibilities which are not par-long shall be paid for at the end of the activity involves.
- E. The salaries of all teachers employed for the summer school sessionshall be paid in two installments on the fourth and eighth Fridays respectively.
- F. Salaries of all themets, other than contract, susans school and extra-duty pay, shall be paid on scheduled ply days with the exception of the month of June when payment shall be made on the 30th of June.
- G. The Board shall make all payroll deductions as required by law and such other deductions as may be agreed to by the parties.
- H. Salary errors will be adjusted upon detection and made retroactive within legal limits.
- I. Teachers receiving advanced degrees shall be placed on the new level of the salary schedule at the beginning of the sensiter which follows written notification to the gersonnel Office of the accomplishment of the degree. It is expected that official verification of the awarding of the degree will be forwarded to the Personnel Office within the first senseter during which payment for the degree is provided.
- 'd. Salaries for part-time teachers not represented by the Bargaining Unit shall be set at neither a rate so ltw as to constitute employment competition nor so high as to constitute discrimination against teachers in the Birgaining Unit.
- K. A teacher may be given administrative approval to teach a reduced load (not lass than 1/2 the normal load) for a proportionately.

Such approval may be greated a teacher if he has reached age 60 or will reach that age during the school year in which the reduced load is to be tayoht.

Such approval may be granted a teacher if conditions of health make a reduced load advisable.

Administration bay this section at the reserve such polyil years at the College

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- XX. EXTIN COURTE UNE TEACH
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 - C. Counsellors, Hibraria prescribed on other in their respective shall be paid at the per clock hour. (The determined on the basalary.) Hourly pay
 - D. In respect to extra senester load of five contact hours per we stonal limit in the law the faculty. Except substitutions are need short duration between appring calendars ex make such action ner by the administration department involved.
 - E. Jen extra-contractu sade, the following
 - 1. Qualified teache
 - Qualified teacher
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Administration may terminate any privilege granted to a teacher under this section at the end of any semester or year, and will ordinarily reserve such privilege for persons who have taught at least seven years at the College.

No teacher shall engage in any other gainful employment of any kind while teaching a reduced load under this section.

XX. EXTRA CONTRACTUAL TEACHING

- A. The standard rute of pay for extra contractual teaching shall be at 1/70 of the monthly contract salary per contact hour, except that for teaching in the regular college surver school program the nate shall be at 1/60 of the monthly contractual salary of the previous year per contact hour. Hourly pay will be rounded off to the nearest \$.25.
- B. Non-teaching extra contractual work requiring professional skill or responsibility of a recurring but occasional nature, such as night school registration advising, shall be compensated at the rate of 1/140 of the monthly contracted salary per clock hour. Hourly pay will be rounded off to the nearest \$.25.
- C. Countelors, librarians and all other teachers whose work lead is prescribed on other than a class contact hour basis who engine in their respective activities on an extra-contractual basis shall be paid at the rate of 1/140 the monthly contract salary por clock hour. (The summer session clock hour salary shall be determined on the basis of the previous college year's contract salary.) Hourly pay will be rounded off to the nearest \$.25.
- D. In spect to extra contractual teaching assignments, a regular sepeciar load of five contact hours or a summer load of sixteen contact hours per week is considered to be a desirable professional limit in the bilinterest of students, the college and the faculty? Exceptions to the above may be made when emergency substitutions in mecessary, where discrepencies of relatively short duration between the beginning and ending times of overlapping call fars exist, and/or other extenuating circumstances make such action necessary. Such exceptions should be initiated by the administration after consultation with the division and/or department involved. Notification of such decisions will be applied to the Union president.
- E. When extra-contractual assiments and emergency substitutions are made, the following are the interities which must be considered:
 - 1. Qualified teachers in the department which is offering the
 - Qualified teachers in the division which is offering the class.
 - 3. Qualified sembers of the college faculty,
 - Therever possible extra-contractual assignments will be rude according to 14 A with the advice of the replans of a division and/or department.

XXI. CHEDIT FOR PREVIOUS EXPERIENCES

- A. Men teachers comployed at the College by the Board shall be given credit for all full-time teaching experience up to six years, provided that there is no retroactive effect of this provision.

 Teachers transferring to the College from within the district will be given credit for all full-time teaching experience credited in the district. Part-time teaching experience may be provided credit on an adjusted, pro-rated basis rounded off to the neare a full-semester.
- B. Teachers who have served in the armed forces of the United States shall be given experience credit of one-half year for each year of military service up to four years of such military service.
- C. New teachers with work experience directly tertaining to their teaching assignment shall be given credit for each full year of work experience (reaning at least 11 consecutive remains of full 1 time employment with a given employer) up to a maximum of five years of work experience.

Experience necessary for the achievement of Vocational Certification shall not be considered as creditable in terms of this provision in any instance where Vocational Certification is accepted in lieu of a Master's degree for salary determination purposes.

Application for such credit must be made through channels not later than November 1 or two months after initial employment, whichever is later.

It shall be the responsibility of the Dean responsible for the program into which the new teacher is to be introduced to just'fy the pertinence of the work experience for which credit is proposed.

Teachers now holding a Bachelor degree and a vocational certificate or approval who are presently on the Masters salary lane by prior agreements or policies shall remain on the Masters lane. New teachers hired after this agreement becomes effective shall be eligible for such provisions of this section at the time of employment.

The following conditions will apply for vocational-technical recognition for IA + 30 approval:

- 1. Instructor must hold IA degree.
- 2. Instructor must have completed 12 semester hours, or equivalent term hours, of credit in professional vocational teacher education courses acceptable to the State Board of Education.
- Instructor hust have completed 3 years of teaching re-imbursable vocational-technical courses at NFCC on a full timescontractual basis while in an Approval status.
- Instructor isst have 2 years industrial experience in the occu-Bational area concerned, provided sucli experience is acceptable to the State Board of Education,

- 5. Instructor hast lov
- 6. A Personant Vocation of 2, 3, 4 and 5, as
- b. All of the above determine C) small be subject to a having displaced a degree
 - 1. Persons having 0, 1 will be placed on 5. Salary Schedule.
 - ler one having more will be placed in the basis;
 - 3 years -4 years -5 years -6 years -
 - 3. No person: ally may note than a codes of this provides of the be placed hipper the for the first year of
 - All of the above determine C) shall be subject to the having less than the Mast
 - 1. Persons having 0 on be placed on Step 2
 - Persons having more will be claced on the the following basis;

2 years --3 years --4 years --5 years --

No person newly employed than 6 years error than 6 years error this continet income than on Step 1 of the the first year of error.

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y the Board shall be given rience up to six years, pro-

rect of this provision.

row within the district vill be a experience credited in the le may be provided credit on an ito the nearest full semester.

forces of the United States :- half year for each year f such military service.

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creater hours, on equivalent all vocational tracker education and of Education.

ears of teaching re-inborsable. CC on a full time contractual

trial experience in the occutuch experience is acceptable 5. Instructor must have state vocational Approval.

6. A Permanent Vocational Certificate shall set the requirements of 2, 3, 4 and 5 above.

D. All of the above determinations (Article XXI Sections A, B and C) shall be subject to the following limitations for persons having a Master's degree or above:

1. Persons having 0, 1 or 2 years of creditable experience will be placed to Step 3 of the appropriate lane in the Salaty Scherole.

 Persons having more than 2 years of creditable experience will be placed in the appropriate lane on the following basis:

> 3 years -- Step 5 5 years -- Step 6 6 years -- Step 6

 ho persons newly employed in the district shall receive more than 6 years creditable experience under terms of this provision of the contract, nor shall any such person be placed higher than on Step 7 of the appropriate lane for the first year of employment.

E. All of the above determing lions (Article XXI Sections A, 3 and C) shall be subject to the following limitations for persons having less than the Master's degree:

1. Parsons having 0 or 1 year of creditable experience will be placed on Step 2 of the Less than MA schedule.

 Persons having more than I your of creditable excerience will be placed on the Loss than "A salary schedule on the following basis:

> 2 years --- Step 3 3 years --- Step 4 4 years --- Step 6 5 years --- Step 7

XXIII: H	.r.c.c. Tenci	IEH SALARY SCIEDLE				1974-1975 9
A	. 1973-1974	Salary Schedule				Stop
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	3 31	\$ 9,275 1 9,575	\$ 9,725	\$10,175 10,475		121
	4	9,875 10,175	10,325 10,625	10,775 11,075		13)
,	5 51	10,475 10,787	10,925 11,237	11,375 11,680		
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		14,410 14,758	14,911 15,259	15,384 15,732		an additional \$ 25th year of sc
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(, B	1974-1975	Salary Schedule			· · · · · · · · · · · · · · · · · · ·	
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1974-1975 Salary Schoole Continued

Step	Master's <u>Degrée</u>	Master 	30	Degree	
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for purpose of the computation of a day's pay, the fraction of 1/20 of a month's pay will be used.

R.T.I. 12-month contracts will run from September I to August 31.

XXIII. LONGEVITY

Teachers will be paid an additional \$300 per year beginning with the 18th year of full-time instructional service in the Dearborn system and an additional \$300 (for a total of \$600 per year) beginning with the 25th year of service.

XXIV. EXTRA COMPENSATION

Extra commensation shall be paid for such of the following assignments as are made that are beyond the regular teaching load and/or day:

	.50%	Athletic Director	7.24%
	.80%	Socrer	5.00%
	.00%	Faculty Hanager	7.24%
PLPS STATE SERVICE STATE SERVICES	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		3.40%
 AN 1 231 4 1 1 1 2 1 1 2 1 2 1 2 1 2 1 2 1 2 1	.00%	항상 보고 있는 화장과의 등 한 성도가로 모양하고 있다는 경우를 받는 것이다.	3.40%
	50%		7.
Yocal Busic	5.00%		9.00%
	1.74%	- FUNCTION	7.503
Basketball (licad)	1.49%		7.24%
(Asst)	3.00%	Director of Exhibits	7.24%
	3.49%	Coach, Koman's Volleyball	5,25%
	5:25%		3.39%
Track	5.25%	pirector of intraporals	9,43%
그리 나는 얼마는 아이는 이 마리를 가는 이번을 가는 것이다. 그런 것이다.	4.74%	Asst, Director, Intramurals	6,001

The percentages stated above shall be applied to an ennual average salary to be determined and provided by the administration,

Companiation for newly established assignments shall be Datermined by discussion and agreement with the Calon.

Doctorate Degree

> \$10,175 -10,475 -10,775 -11,075

> > 14,689

15,732

19,090

Doctorate Degree

> \$10,450 10,750

> > 13,320

XXV. WAIVER OF BROGATHING

The parties acknowledge that during the negotiations which is sulted in this Agreement, each had the unlimited light and opportunity to make de ands and projectals with respect to any subject or latter not reproved by law from the area of collective pargaining, and that the understandings and agreements arrived at by the parties after, the exercise of that right and opportunity are set form in this Agreement. Therefore, the board and the union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated; to bright of each each agrees that the other shall not be obligated; to bright of-lectively with respect to any subject or matter not specifically referred to or covered in this Agreement, or with respect to any subject or matter not such subjects or matters may not have been within the knowledge or contemplation of either on both of the parties at the time that they negotiated or signed this Agreement. The parties may, however, by mutual agreement; negotiate on any item both deem to require negotiation.

XXVI. CONFORMITY TO LAW CLAUSE

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 Union and employers in the barge, ning unit. In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, or if any provision of this Agreement shall at any time be changed or voided by legislation, such provision(s) shall be void and imperative. However, at the option of either party to the contract, the specific provision, thus voided, and that provision only shall be immediately subject to negotiations. All other provisions of this

XXVII. MATTERS CONTRARY TO AGREEMENT

This Agreement shall superscue any rules, regulations, or practices of the board which shall be contrary to or inconsistent with its terms. It shall likenise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All individual teacher 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 personnel policies of the board affecting teachers.

XXVIII. DURATION

This Agreement shall be effective on Sentember 1, 1973, and shall construct to full force and effect until juguist 31, 1975. At any time subsequent to February 1, 1975, either party may give shitten notice to the other of its desire to necotiate a new agreement for the following year, and meetings between the parties for that purpose shall begin no later than twenty days after uclivery of such written notification;

provided, however, that not had constructed or practice or otherwise of or support or assistance settlement of negotiations toard of Trusters allice Fitted attacked calendars shall 1973-1975.

. IN WITHESS WHEREOF, the parties authorized representatives this

FOR THE BOARD

(Signed)

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IN WITHESS WHEREOF, the parties have executed this document by their ruly authorized representatives this 18th day of June 1973.

FOR THE BOARD

(Signed)

Jargaret S. Foerch, beard carrient Stuart in bundy, life President FOR THE WILLOW

(Signed)

Harold E. King, President John C. Azar Lorne Colter Fernand Feig Hervert Schrotder Hary Joan Hoods

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