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Governing Board and Bay de Noc Community College
Faculty Association.

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ABSTRACT

This agreement between the Bay de Noc Community College Governing Board and the Bay de Noc Community College Faculty Association covers the period from 1973-75. Contents cover recognition, rights, and guarantees; faculty, personnel, and division procedures; appointments, promotions, reductions, and related matters; leaves and absences; grievance procedure; fringe benefits; contracts and payments; and duration agreement. Appendices include teaching experience, related work experience other than teaching, degree when related to area of teaching responsibility, non-degree related teaching responsibility, basic salary schedule, conditions, and summer school pay schedules for 1974 and 1975. (MJM)

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*Bay de Noc
Community
College*

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MASTER AGREEMENT

BETWEEN

BAY de NOC COMMUNITY COLLEGE GOVERNING BOARD

AND

BAY de NOC COMMUNITY COLLEGE FACULTY ASSOCIATION

U.S. DEPARTMENT OF HEALTH,
EDUCATION & WELFARE
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RECOGNITION, RIGHTS AND GUARANTEES

- 0001 A Master Contractual Agreement between the Governing Board of Bay de Noc Community College and the Faculty Senate Association of Bay de Noc Community College, a Michigan Education Association (M.E.A.) affiliate.
- 0002 This agreement entered into this 13th day of September, 1973 by and between the Governing Board of Bay de Noc Community College, hereinafter called the Board, and the Faculty Association, hereinafter called the Association.
- 0003 WHEREAS, the Board has an obligation, pursuant to the Public Act 379, to negotiate with the Association as the duly recognized representative of Bay de Noc Community College faculty, including counselors, but excluding the President, Business Manager, Deans, Financial Aids Officer, Bookstore Manager, administration assistants and staff with respect to salaries and terms and conditions of employment, and
- 0004 WHEREAS, the Board and the Association have reached agreements which are confirmed in this contract.
- 0005 NOW, THEREFORE, IT IS AGREED AS FOLLOWS:
- 0006 Board Recognition
- The Board hereby recognizes the Association as the sole and exclusive negotiating representative for all Bay de Noc Community College faculty members as enumerated in Paragraph 0007 of this Agreement, all of which are collectively designated as the "bargaining unit." The term "faculty," when used hereinafter in this Agreement, shall refer to all members of the designated bargaining unit, and reference shall include both male and female faculty members.
- 0007 For the purpose of determining this bargaining unit only, a Bay de Noc Community College faculty member shall be defined as a teacher assigned 12 or more contact hours in any week for a semester or one who is assigned at least half-time counseling duties, or holds a full-time appointment to the college as a teacher, counselor or teacher-counselor. Faculty members who are hired exclusively to staff state and/or federally funded projects are not included in this bargaining unit.
- 0008 Sole Agent
- The Board agrees not to negotiate with any faculty member individually, or with any faculty organization other than the Association for the duration of this Agreement.

0009 Supersedes

During the negotiation of this Agreement, each party made proposals and counter-proposals. It is the intention of the parties that this Agreement cover those items of greatest concern in the employer-employee relationship. However, in order to facilitate communications between the parties, it is agreed that representatives from the Faculty Association and the administration shall meet periodically to discuss interpretations of items contained in this Agreement and subjects not contained in it.

This Agreement constitutes the negotiated agreements of the Board and the Association and supersedes any previous rules, regulations, or policies which may have been in effect relative to the subjects covered in this Agreement.

0010 Changes in Current Policies

The Board agrees to effect any changes in current Board policies or by-laws which are in conflict with this Agreement.

0011 Copies of Proposed Policy Changes

The Board will furnish the President of the Association with copies of all proposed policy or by-laws changes one week in advance of final action of such change.

0012 This contract may be opened on any item upon mutual consent of both parties.

0013 Amendment

Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and submitted to appropriate ratification procedures of the Board and the Association. At such time as it has been ratified by both the Board and the Association, it shall become a part to the Agreement.

0014 Effect on Individual Contracts

Any individual contract between the institution and an individual faculty member heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

0015 No Strike

0015.1 During the term of this Agreement, the Association will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature. Strike and work stoppages shall be deemed to include, but are not limited to:

0015.1 (cont'd.)

slow downs, stoppages of any kind, sit-ins, "blue-flu," or any other type of interference of any kind whatsoever with operations at any of the facilities, singularly or jointly, of the Employer, and picketing of any kind during working hours. The Association further agrees that it will not engage in any sanction activities or other terms of boycotts of the Employer.

0015.2 The Association shall advise any and all teachers involved, including notification to the communications or press media, if requested by the Employer, that such teachers are in violation of the Agreement and that all teachers involved shall return forthwith to their regular duties. The Association shall further be expected to take any and all other action reasonably within its power to bring the activity to an end. If the Association takes the foregoing steps and has not acted in violation of its obligations under the Agreement, it shall not be liable in any way for such activities.

0015.3 The Employer shall have the right to discipline, including discharge, any teacher for taking part in any violation of this provision, provided the Association has had time to notify the individuals. Prior to the taking of disciplinary or other action enumerated herein, the Employer shall notify the Association of its intentions and may also consult with the Association in connection therewith.

0016 No Lockout

The Board agrees that it will not engage in a lockout so long as this Agreement is in effect.

0017 Access to Information

The President of the Association, upon request, shall be sent copies of statements and financial information pertaining to the College. Such information shall be limited to that which is normally distributed to the Board.

The Association shall, upon request, send copies of correspondence, applications, legal documents and such other items which could have a financial influence upon the institution to the President at the same time they are sent to other parties.

0018 Copies of Agreement

Copies of this Agreement shall be printed at the expense of the College within thirty (30) days after the Agreement is signed and presented to all faculty now employed or hereafter employed. The Board will also supply to the Association, free of charge, ten (10) copies of the Agreement, plus more as needed, at reasonable cost.

0019

Board Rights

0019.1

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association, either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- a. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of Bay de Noc Community College.
- b. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
- c. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, determine the size of the work force and to lay off employees, but not to conflict with the provisions of this Agreement.
- d. Determine the services, supplies and equipment necessary to continue its operations.
- e. Adopt reasonable rules and regulations.
- f. Determine the qualifications of employees.
- g. Determine the number and location or relocation of its facilities, including the establishment of relocations, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- h. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
- i. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

0019.1 (continued)

- j. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
- k. Determine the policy affecting the selection, testing or training of employees provided that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

0019.2 The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement. In the event any difference arises with regard to any matter contained in this Article and such matter is referred to arbitration, the arbitrator shall determine whether or not the Board's action leading to such difference was protected by this Article and, if so, shall deny the grievance.

0020 Meeting Rooms

The Association and its representatives shall have the right to use the institution's facilities for meetings. No charge shall be made for the Association's use of institution rooms. At least two consecutive hours per week between 8:00 a.m. and 6:00 p.m. shall be reserved for the conduct of Association business. A reasonable attempt shall be made not to make faculty assignments during these hours.

0021 Association Business

The Association shall specify in writing those duly authorized representatives of the Association and/or any M.E.A. representative(s) who may transact Association business. Such individuals may conduct business on institutional property at times that do not interfere with normal institutional operations.

0021.1 Professional Personnel and Association Leave

- a. Any faculty member called for jury duty or who is subpoenaed to testify during school hours shall be paid full salary for such time less the amount paid by the court.
- b. Any faculty member who shall be asked to testify in an arbitration or fact-finding shall be paid his full salary for such time if conducted during school hours.

0021.1 (continued)

- c. At the beginning of each school year the Association shall be credited with ten days to be used by Association members who are officers or agents of the Association. The Association agrees to notify the appropriate administrator no less than one week in advance of taking such leave. Appropriate substitutes are to be provided and paid for by the Association.

0022 Use of Facilities

The Association shall have the right to use institution facilities and equipment on college property, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay the institution for any materials and supplies incident to such use.

The Association shall be liable for and shall promptly reimburse the Board for any damage resulting from misuse of such equipment during its use by the Association. The Association shall not make use of college secretaries for Association business without permission from the administration. Use of equipment or college secretaries for personal business shall be prohibited unless approved by the administration.

0023 Official Association Representative at Board Meeting

If the President of the Association wishes items placed on the agenda for a regularly scheduled Board meeting, he shall make such request of the Board forty-eight (48) hours prior to meeting. The Board shall then recognize the President or his representative as a matter of new business. The Association President or his designated representative will be recognized for comment on agenda items.

0024 Board Consultation

The Association shall designate three members who will serve in an advisory capacity to the Board and the Administration in such matters as fiscal or budgetary programs, construction programs, or major revisions of institutional direction or purpose, and such other matters which have major impact upon the institution.

Members shall upon request of the administration, state an advisory position in writing within five days after the request and furnish the Association with copies.

Meeting with administrators having institutional responsibility shall be scheduled at the request of either party.

0025 Non-Prohibitive

Nothing contained herein shall prevent the Association from consulting at the proper level at times other than those set forth above, if matters of an urgent or emergency nature arise within the area of collective negotiations.

0026 Academic Freedom

0026.1 The Board recognizes the educational profession's right and responsibility to insist that, relatively, students must be free to learn and teachers free to teach. Thus, no special limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas, except that the teacher must be acting within his competency area in accordance with accepted courses of study.

0026.2 While the teacher must be free to teach and live according to his conscience, so must his students and the public he serves. The teacher may not infringe upon the freedom of those he serves. Opinion should be stated as such and theory for what it is.

0027 The Faculty Handbook

All members of the faculty shall be supplied with a copy of the Faculty Handbook.

0028 Textbooks and Other Teaching Materials

All textbooks and other teaching materials shall be selected by the faculty member except for multiple section courses. In multiple section courses all faculty members who teach the course shall be involved in the selection of the texts to be used. The Board and Administration shall not be held liable for any action as a result of this clause.

0029 In order to establish an effective system by which the entire personnel contingent of Bay de Noc Community College, consisting of the members of the bargaining unit and the administrative staff of the College, can be effective in working together to develop the academic affairs of the College, an Assembly is hereby agreed to.

The Assembly shall establish, but not limit itself, to the following advisory committees which will have representatives from both the bargaining unit and the administrative staff:

- a. Planning
- b. Curriculum
- c. Judicial Review
- d. Community Service
- e. Library

0030 Distribution of Communications

Copies of all communications distributed generally to members of the faculty by the institution, or a school within the institution, shall be supplied to the Association President at the same time.

0031 Calendar

The calendar is to be worked out by the Association in consultation with the designated Board representative.

FACULTY, PERSONNEL, AND DIVISION PROCEDURES

0100 Faculty Teaching Assignments

The assigned college teaching load of a full-time faculty member shall be a maximum average of 16 credit hours or 18 contact hours per academic week. Assigned hours beyond these maximums will be paid on a prorated basis. A contact hour is defined to be 60 minutes of regularly scheduled class activities.

0100.1 The maximum load for a faculty member teaching exclusively in the high school program shall be an average of 20 hours per week. He will follow the calendar as developed between the college and the Intermediate District.

The assigned teaching load for a faculty member with a combination of college and high school courses shall not exceed an average of 19 contact hours per week. He shall follow the college calendar for the college classes and the calendar as developed between the college and the Intermediate District for the high school classes and shall be paid on a prorated basis per class for any weeks in excess of the college calendar. In any event, no faculty member will be required to teach more than an eight course combination of high school classes and four credit college courses.

0100.2 Nursing Teachers Load

An average of 23 contact hours per week during the fall and spring semesters and not more than 32 contact hours per week during the summer shall constitute the nursing load.

0100.3 Counselors Schedule

The counselors schedule will be arranged on a 35-hour work week exclusive of lunch time. However, compensatory time will be given when additional time is scheduled by the Dean.

0100.4 Part-time Courses and Special Projects

The faculty shall be given first choice for teaching part-time courses for which they are qualified. Compensation shall be at the prevailing part-time teaching rate.

Special projects shall be undertaken on a voluntary basis and the pay shall be that offered by the Administration or Project Director at the time the assignment is offered.

0101 Faculty Responsibilities

The parties recognize that the principle of professionalism does not lend itself to a fixed number of hours. Education of students is a major responsibility of the institution. Faculty members are expected to work within their contracted area of competency so that each student is challenged to achieve and learn.

1. The faculty member shall keep well informed with particular attention to the latest developments in his subject area and teaching technology. Each faculty member shall teach his assigned courses and develop course content and appropriate instructional materials for the courses he teaches. Each faculty member is expected to prepare yearly an up-to-date outline reflecting changes, if any, for the Academic Dean's office. The faculty member shall be involved in the planning of disciplinary and, where appropriate, interdisciplinary programs and courses. He shall be expected to regularly attend scheduled college meetings, provided these do not conflict with class assignments.
2. Each faculty member will serve as advisor to students. The assignment will be made on a distribution of students in terms of numbers and programs.
3. Each faculty member shall fulfill routine duties and responsibilities, such as filing grade reports, book orders, equipment orders, keeping inventories up to date, etc., necessary for smooth operation of his discipline and the college.
4. Office Hours. Faculty members shall maintain at least five (5) hours per week for consultation with students. Such hours shall be in addition to his scheduled classes. Each faculty member shall post on or beside his office door his consultation hours.
5. The college day is from 7:00 a.m. to 11:00 p.m. Faculty members may be scheduled at any time during this period as requirements are determined. Hours beyond these times or Saturday and Sunday classes may be scheduled only with the consent of the faculty member.
6. A faculty member who teaches an evening class which begins after 6:00 p.m. as a part of his regular load shall not be assigned without his consent a class prior to 9:00 a.m. on a morning of or after he has taught an evening class.
7. All absences and reasons for such absences from scheduled duties shall be reported promptly to the appropriate administrator.

0102 Teaching Assignment Load

A reasonable attempt shall be made by the faculty and administration to observe the following class load guidelines:

Lecture:	25 or capacity of the facility
Laboratory:	20 or maximum number of stations
Nursing clinical:	15
English composition and speech fundamentals:	22

0103 Overload

An overload is an assignment which exceeds the guidelines of contact and credit hour and does not apply to nursing, specially funded programs, or community service programs. An overload shall be made only with the consent of the instructor. It shall not exceed six (6) contact hours. The instructor shall be paid a prorated amount of his basic salary for the overload.

0104 Course Development

A faculty member assigned to develop a new course or series of courses shall be entitled to a load reduction from the established class load guidelines or to a contact hour reduction. The faculty member and appropriate administrator shall work cooperatively to establish the assignment and the reduction.

0105 Student Advising and Pre-enrollment

All student advising and pre-enrollments shall be the responsibility of the full-time counselors and faculty members.

0106 Sponsorship of Student Activities

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

0107 Part-time Faculty

Part-time personnel shall not be employed where there are sufficient course demands to justify the employment of a full-time instructor, except that the Association may approve such appointments on a one-year basis where appropriate full-time personnel are not available.

0107 (cont'd.)

Part-time faculty who hold full-time positions elsewhere shall not teach more than four (4) semester hours in any academic semester.

Administrative officers of the institution who wish to develop an opportunity to teach may do so by and in coordination with the department involved, if acceptable to that department. In no event shall such teaching exceed four (4) semester hours and in no event shall an administrator be assigned to teach where there is a qualified full-time faculty member available to fill such an assignment.

Any cooperative training programs developed by the college would be excluded from the clause.

0108 Faculty Schedules and Other Assignments

Faculty schedules shall be developed by the faculties in each division by procedures which the division faculty develops. Final approval of the schedule is the responsibility of the Academic Dean.

Any full-time faculty members who are assigned duties in more than one department shall have full voting rights in all departments in which they serve.

0110 New Positions

0110.1 Establishment of New Positions

The Dean and the division chairman shall determine the initial need for a new full-time position.

0110.2 The administration shall attempt to notify the entire faculty of the need for such a full-time position. An open meeting shall be scheduled by the division chairman to discuss the rationale and need for the position.

0110.3 Items in 0110.2 are to be completed before a recommendation for a new position is presented to the Board of Trustees.

0110.4 Positions funded entirely by state and/or federal monies shall not be subject to 0110.1, 0110.2 and 0110.3.

0111 Tenure, Contract Renewal and Promotion

A written evaluation system will be developed by the appropriate administrator in cooperation with department chairmen and department members. An evaluation system will be developed for each department and Student Services staff. Also, an evaluation system will be developed for evaluation of each administrator. The system will be cooperatively developed during the first semester and implemented the second semester.

0111 (cont'd.)

The probation period for tenure at Bay de Noc Community College shall be a minimum of three years and a maximum of five years. Tenure may be granted at the end of a three year period at the discretion of the administration and the faculty tenure committee of the Senate.

In cases where a three year minimum is deemed not sufficient, a fourth year provisional contract may be issued to the individual. This fourth year provisional contract will be followed by one of the following:

1. Tenure
2. A fifth year provisional contract
3. A fifth year terminal contract
4. No contract

This policy will not affect the administrative right of limiting contracts during the initial three year period. In all cases, every faculty member will be informed no later than February 15 as to the disposition of his contract for the year pursuant, and the faculty member shall notify his supervisor in writing within 15 days of his intent to return or not return. Failure on the part of the faculty member to do so shall constitute forfeiture of the continued employment provision.

NOTE: The tenure policy is effective for faculty members who begin employment at the college after July 1, 1970. All faculty members who begin as full-time faculty members prior to July 1, 1970 will come under the previous tenure policy.

0112 Tenure and Continuing Contract

On successfully completing signed probationary contracts, the new appointee shall be given tenured status and a continuing contract. This continuing contract shall be issued annually on or before March 15 except when cancelled through the dismissal or faculty reduction procedures of this Agreement.

0113 Dismissal

0113.1 Fair Dismissal Procedures for Contract Termination

There shall be created a Tenure Committee consisting of four (4) members of the bargaining unit holding continuing contracts appointed by the Faculty Senate of the Association. The four (4) faculty members shall be representative of the entire institution. No faculty member recommended for dismissal may serve on the committee.

0113.2 The Tenure Committee Shall Hear Charges

The committee will meet to review a recommendation for dismissal of a member or members of the bargaining unit holding tenure prior to Board consideration of the charges.

0113.3 Conduct Hearings

The committee shall conduct all hearings in accordance with the provisions as specified in this Agreement.

0113.4 Reports

- a. At the conclusion of its hearings, the committee will prepare a written report within ten (10) days and not later than twenty-four (24) days of receiving the case.
- b. A copy of the written report will be delivered immediately to the member of the bargaining unit concerned, the president of the institution, and the president of the Association. The faculty agrees that if they fail to complete any of the previous steps, they will not intervene in any future action regarding the case.
- c. If all previous steps have been completed, the president of the college will send copies of the report to all Board members.
- d. Any action taken by the Board regarding dismissal will be made in an open Board meeting.
- e. The Board agrees not to take any action regarding the dismissal of a tenured teacher until the report has been sent to all Board members, provided 0113.1 and 0113.4b have been completed according to the contract and within the time stipulated.
- f. The Board will notify the member of the bargaining unit and the Association of its decision within forty-eight (48) hours after the conclusion of the hearing.

0113.5

- a. No teacher shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such discipline, reprimand, or reduction in rank or compensation shall be subject to the grievance procedure set forth herein. It is understood that the Board's decision to discharge during a probationary period is not arbitrable.
- b. A teacher shall be entitled to have present a representative of the Association for any disciplinary action that is more serious than a written warning. If possible, disciplinary action that is more serious than a written warning will not be effectuated until the teacher has had the opportunity to request the presence of an Association representative. If an Association representative is

0113.5 (cont'd.)

requested and notification for the disciplinary action is given, no longer than two (2) school days may lapse before such action is taken.

- c. Disciplinary action shall be defined as any warning, reprimand, or time off without pay.

0114 Divisions

0114.1 The Academic Dean and/or assistant deans and the members of the respective divisions shall work cooperatively to establish procedures for selecting division chairmen.

0114.2 Participation

Each academic division of the institution shall deliberate as a participating group of all members in formulating its own policies and decisions in accordance with basic democratic procedures of open discussion and voting, operating both formally and informally on propositions such as course offerings, curriculum matters, budget and personnel, promotion issues and periodic appraisal of goals and objectives. In order to accomplish the foregoing divisional goals and objectives, the following shall be observed.

0114.3 Specified Involvement

Divisional matters, problems, and propositions in which divisional faculty members shall be democratically involved and which shall specifically be included in the appraisal, shall include, but shall not be limited to, the following:

- a. the development of divisional curricula;
- b. the determination of course offerings and teaching assignments, including off-campus and summer sessions;
- c. the extent and effectiveness of divisional faculty participation in the preparation of the divisional budget requests and the utilization of the monies allocated;
- d. the extent and effectiveness of divisional faculty participation in the request for and the recruitment and utilization of new faculty members;
- e. divisional faculty participation in the determination and administration of promotion policies within the division, consistent with the overall promotion policies of the institution;
- f. the extent and effectiveness of divisional faculty participation in the periodic appraisal of goals and objectives of the division;

- g. the degree and effectiveness of divisional faculty participation in the selection of its chairman;
- h. the effectiveness of teaching, research, writing, creativity, and other professional activities of divisional faculty members, documented with as specific data as possible and recommendations for the improvement of all these activities;
- i. the effectiveness of the division chairman and recommendations for improvement in the function of his office and relationships within the division;
- j. attendance policies to be applied for course offerings within the division; and
- k. grading policies and practices to be utilized within the division.

0115 Departmental Meetings

A schedule for department meetings shall be determined by the department members.

0116 Emergency meetings may be called only under procedures established by the department members.

APPOINTMENTS, PROMOTIONS, REDUCTIONS, AND RELATED MATTERS

0200 - Promotions

- 0201.1 A "promotion" is an upward change in position which results in additional compensation for additional duties or responsibilities performed during the regular working day. Promotions are not meant to include the taking on of additional duties in connection with extracurricular or extra-duty activities.
- 0201.2 The promotional positions are: Dean of Students, Assistant Deans, Business Manager, Academic Dean, Director of Community Services, President, or other administrative positions.
- 0201.3 Whenever a vacancy occurs, which is a promotion as defined in Sections 0201.1 and 0201.2, the Employer shall publicize the same by giving written notice of such vacant position, with qualifications and job description where possible, to the President of the Association prior to publication elsewhere. The President of the Association shall notify all faculty members of the vacancy.
- 0201.4 Any teacher may apply for a vacancy in a position considered to be a promotion as defined in Section 0201.1. In filling such vacancy, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the college, of all applicants from within the college, as well as applicants from outside the college. If two or more applicants' factors are equal, the vacancy should be filled: 1) from within the college, and 2) by the teacher with the longest continuous service with the college, provided, however, in all appointments to positions, the Board's decision shall be final.
- 0201.5 If requested, unsuccessful applicants shall be given reasons for not attaining the position.

0202 Transfers

With the consent of the Academic Dean, a faculty member may transfer from one division or department to another without loss of rights, provided he meets all of the necessary qualifications for the position to which he is transferring. Under no circumstances will he be transferred against his will. When a change in title or function occurs through such a transfer, the faculty member shall retain all rights, benefits and privileges of his previous status.

0203 Acting Positions

With the consent of the instructor, the institution may appoint the instructor to hold an administrative position on an acting basis for a period not to exceed one calendar year. His title in the administrative position will include the word "acting" during the time he holds the administrative position.

0203.1 An instructor holding an acting position shall have the right to return to the bargaining unit with full rights and benefits as conferred by the master contract.

0204 Permanent Promotions

Any member of the bargaining unit who is selected to an administrative position, not holding it on an acting basis, but in the full capacity of the position, and who later returns to a position within the bargaining unit, shall be considered in terms of seniority and tenure and all other rights and benefits due him under this contract to have continued in the bargaining unit during the time he held the administrative position.

0205 Faculty Reductions

0205.1 In the event of circumstances which significantly influence revenue or expenditures thereby requiring layoff from employment, the following procedures will be used:

- a. Non-tenured teachers in the specific positions being reduced or eliminated will be laid off first, provided there are fully qualified teachers to replace and perform all of the duties of the laid-off teachers.
- b. If reduction is still necessary, then faculty members in the specific positions being reduced or eliminated will be laid off in accordance with the following factors: qualification, experience, ability, past performance, and length of service.

0205.2 If after a reduction of teachers, as outlined above, there are teaching positions that become vacant, laid-off teachers who are qualified will be given the first opportunity to fill such positions. In the event two or more teachers are qualified, the order of priority shall be to the teacher who is the most qualified and fully capable to fill such position.

0205.3 Before official action on a reduction of teachers is taken by the Board, it will give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss it with the Employer. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association.

- 0205.4 In the event the Association questions the wisdom of the Employer as to specific faculty members (1) being laid off or not being laid off, or (2) filling such position, the Employer will set forth in writing to the faculty member and the Association its reasons for its action. It is understood, however, that the Association's request for this information is reasonable, timely, and intended in good faith.
- 0205.5 If the Employer fails or refuses to comply with Sections 0205.3 or 0205.4 above, or if the reasons assigned clearly demonstrate that the Employer acted arbitrarily or capriciously, the Association has the right to use the grievance and arbitration procedure to seek relief.
- 0205.6 In conjunction with Section 601 which provides that the individual contract executed between each faculty member and the Employer is subject to terms and conditions of this Agreement, it is intended that Section 205 takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this section.
- 0205.7 Except in the event of an emergency, all faculty members to be laid off shall be given written notice. The official action of the Board at a public meeting shall constitute written notice.
- 0205.8 Layoff notification shall be made prior to February 15 for the following academic year.

LEAVES - ABSENCES

0300 Sick Leave

- 0301.1 Faculty members are granted five days sick leave upon employment and may accumulate sick leave at the rate of 1/2 day per week up to 15 days per year for the first year's employment and granted at the rate of 12 days per year for each succeeding year for full-time faculty members, prorated for less than full year and/or less than full-time faculty members, covered under the master contract. Faculty members hired prior to August 23, 1972 shall be given sick leave credit at the above rate for the past years of service at Bay de Noc Community College, up to a total of 75 days. Accumulation of sick leave may not exceed 75 days.
- 0301.2 Sick leave is to be charged only on the days that a faculty member has an assigned duty.
- 0301.3 Absence under the sick leave policy covers personal illness, illness in the immediate family (wife, husband, children) or of persons for whom the employee has direct and continuing responsibility.
- 0301.4 Sick leave may also be used for purposes which are emergency in nature. Emergency use of sick leave must be approved by the appropriate administrator.
- 0301.5 Any faculty member who is absent because of an injury or disease compensable under the Michigan Workman's Compensation Law, shall receive from the Board the difference between the allowance under the Workman's Compensation Law and his regular salary with no subtraction of sick leave.

0302 Sabbatical Leave

- 0302.1 Tenured faculty members shall be eligible for sabbatical leave after six years of service with the college, if such leave is requested and the purpose of the leave is recommended by the appropriate administrator and approved by the Board of Trustees.
- 0302.2 Sabbatical leave may be taken for research, travel, study, writing work on advanced degrees, or other activities which will contribute to professional competence.
- 0302.3 Recipients of one semester sabbatical leave will receive 3/4 pay; those having two semesters leave will receive half pay during the leave.
- 0302.4 Faculty members on sabbatical leave shall be permitted to remain members of group insurance plans on the same basis as if they were regularly employed.
- 0302.5 Written request for sabbatical leave providing clear and detailed purposes and plans must be presented to the college administration in writing by October 15 or earlier of the preceding year. The detailed plan and purposes must clearly indicate how the sabbatical will benefit the college and the people it serves. In the event the plan is not followed, alternate plans may be considered.

- 0302.6 It is the responsibility of the administration to secure a suitable replacement when deemed necessary by the administration.
- 0302.7 The recipient shall write a report for the college on the accomplishments of the leave and return for at least one year subsequent to sabbatical leave. If the recipient chooses not to return, he will repay the college the salary received during the sabbatical.
- 0302.8 Seniority rights and promotion will continue while applicant is on sabbatical leave.
- 0302.9 When several requests for sabbatical leave are presented to the administration, priority is determined as follows:
1. Seniority which for the purpose of sabbatical leave will be determined on the basis of time elapsed since completion of the last sabbatical leave or the date of first beginning work as a full-time faculty member.
 2. Purpose of the leave, as judged by the administration, in terms of benefit to the overall college operation.
- 0302.10 After receiving a sabbatical leave, the recipient will not be eligible for another sabbatical until completion of another six years of service.
- 0302.11 All benefits in addition to salary and those mentioned above shall remain in effect.
- 0302.12 The administration shall notify the applicant of its decision concerning sabbatical leave not later than January 15 of the preceding academic year.
- 0302.13 No more than 5% of the number of full-time faculty members may be granted sabbatical leave each year. The 5% is to be rounded off to the nearest whole number.
- 0302.14 Faculty members on sabbatical leave may receive fellowships, stipends, grants, and/or salary for work performed while on leave; however, the sabbatical pay and fringe benefits from the college shall be such that the total compensation from all sources earned during the academic year shall not exceed what the faculty member would have been entitled to had he been under normal contract, with allowances being made for extraordinary expenses, such as travel, maintenance of two places of residence, if necessary, normal expenses associated with research (i.e., secretarial, duplication, photowork, etc.) and/or study, and other expenses which can be justified as necessary to the performance of the research or study during the sabbatical period.

0302.15 Faculty members shall confirm or reject sabbatical leave by April 1. Failure to notify the appropriate administrator by April 1 shall be considered a rejection of sabbatical leave.

0302.16 Faculty teaching solely in the high school program are excluded from the sabbatical leave clause.

0303 Maternity Leave

0303.1 The employee will notify her supervisor when the pregnancy is confirmed.

0303.2 The employee wishing a leave shall request one no later than three months after the initial notification.

0303.3 The length of leave, the date of beginning and of termination shall be determined by the appropriate administrator after consultation with the employee.

0303.4 The length of the leave, the date of beginning and termination shall be stated in writing to the employee.

0303.5 Employees who wish insurance benefits to continue shall make the proper arrangements with the Business Office.

0303.6 Time of service for determining eligibility for tenure, sabbatical leave, academic leave, or any other similar rights, will not accrue during maternity leave.

0303.7 Maximum period for maternity leave shall not exceed a period including the semester of termination of pregnancy plus the next full semester. "Semester" means Fall and Spring term. In the event the pregnancy terminates between semesters, the pregnancy shall be considered terminated in the following semester.

0304 Privilege of Faculty to Buy Benefits

For those unpaid leaves which do not provide for the continuation of benefits during the leave, the Board shall make provision for the faculty member to continue any or all such benefits at his own expense.

0305 Absence from Assault

When a faculty member's absence is the result of an assault upon the member as a result of discharging his duties, the faculty member's sick leave account shall not be charged for the absence.

0306 Reporting Assault

Faculty shall immediately report cases of assault suffered by them in connection with their employment to their division chairman and appropriate dean.

0307

Forwarding Information

Such notification shall be immediately forwarded to the appropriate institution dean, who shall comply with any reasonable request from the faculty member for information in the possession of the administration relating to the incident or the persons involved, and shall act in appropriate ways as liaison between faculty, the police and the courts.

0308

Leaves of Absence

- a. An instructor may take L.O.A. of up to twelve months for graduate study, research, travel, or other activities which will contribute to his or her increased professional competence.
- b. While on L.O.A. an instructor will receive no salary from the college.
- c. An instructor on leave will be permitted to remain a member of the group insurance plan in effect at the college during his absence. During this period of leave, the instructor will pay the full amount of premium due under such a plan.
- d. Instructors on L.O.A. approved by the college will be guaranteed employment by the college in his teaching area, provided such position exists.
- e. Leaves will be conditional upon a qualified replacement being available for the absent instructor.
- f. L.O.A., as here defined, shall not be confused with sabbatical leave.
- g. Written requests for L.O.A. providing details and purposes should be presented to the college administration by November 15 or earlier of the preceding academic year. Provisional approval or rejection will be granted by the administration.
- h. It is expected that the college administration will make every effort possible to secure a replacement for the faculty member desiring leave. The faculty member can assist in this effort, but the responsibility rests with the administration.
- i. The administration shall notify the faculty member desiring approved leave not later than March 1, if the leave has been finally approved or rejected. A decision of non-approval can be reversed by the administration subsequently if it later becomes possible to give the leave.

GRIEVANCE PROCEDURE

- 0400 Any claim by the Association or faculty member that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be resolved through the procedures set forth herein.
- 0400.1 All time limits herein shall consist of school days. Time limits may be extended upon good cause shown or upon mutual consent of the parties. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive and failure to conform to them shall mean default by the party failing to conform.
- 0400.2 It is understood that grievance problems will be handled at times other than when the faculty member is at work. In the event, however, in the handling of a grievance, it becomes necessary for the faculty member to leave his work, he shall first obtain permission from his supervisor.
- 0400.3 In the handling and processing of a grievance, the following procedure shall apply:
- Step 1:
- Any faculty member who believes he has a grievance may present such grievance, on an informal basis, with his immediate supervisor. If the grievance is not resolved, the matter shall be reduced to writing by the grievant and submitted to his supervisor. The grievance must be reduced to writing within (10) days from the time of the discussion between the grievant and his supervisor. In the event the grievance involves more than one grievant or is filed by the Association, it must be filed with the appropriate supervisor who could remedy the alleged grievance.
- 0400.4 No grievance shall be processed unless it is presented at Step One within fifteen (15) school days of its occurrence or knowledge of its occurrence.
- 0400.5 Within two (2) days after the presentation of the written grievance, the supervisor shall give his answer in writing to the grievant.

0400.6 Step 2: In the event the grievant is not satisfied with the disposition of his grievance at Step One, within five (5) days after the date of the supervisor's answer, the grievant may appeal the grievance to the Academic Dean or his designee. Such appeal shall be in writing. Within five (5) days after receipt of such request for appeal, the Academic Dean or his designee shall meet in an attempt to resolve the alleged grievance. Only the necessary persons and/or teachers to the grievance shall be present at such meeting. Within three (3) days following such meeting, the Academic Dean or his designee shall present the Association President with a written answer to the grievance.

0400.7 Step 3: In the event the grievance is not settled at Step Two, it may be referred in writing to the President within five (5) days after the date of the answer by the Academic Dean or his designee. At this point the President may:

- a. attempt to resolve the grievance by holding a meeting with the necessary persons and/or teachers to the grievance. Such meeting shall be scheduled within five (5) days from the date of receipt of the appeal; or
- b. refer the grievance to Step Four (4) within five (5) days from the date of receipt of the appeal. Written notice of such referral shall be given to the Association President.

If the President holds a meeting, he shall present the Association President, within three (3) days after conclusion of such meeting, with a written answer to the grievance.

0400.8 Step 4: If the alleged grievance is not settled at Step Three, it may be referred in writing to the Board of Trustees within five (5) days after the date of the answer by the President in Step 3, or upon referral by the President. The Board, or a committee thereof, shall hold a hearing, or otherwise investigate the grievance or prescribe such other procedures as it may deem appropriate for consideration of the grievance. The Association shall have an opportunity to present its views at this step. The Board, or committee thereof, shall render a decision on the grievance and present it in writing to the Association within twenty-five (25) days after the date the matter was referred to the Board of Trustees.

0400.9 Step 5: If the alleged grievance is not settled at Step Four, the matter may be referred to arbitration. Either party may refer the matter to arbitration, provided that notice to refer the matter is given to the other party within ten (10) days from the date of the Board's (or committee thereof) written decision at Step 4. Within five (5) days after the date of the written request for arbitration, a committee of the Board or its designated representative and the Association or its designated representative shall make every reasonable effort to agree upon

a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the Rules of the American Arbitration Association.

The Arbitrator shall hear the grievance in dispute and shall render his decision in writing as soon as possible after the close of the hearing. The Arbitrator's decision shall set forth his findings and conclusions with respect to the issues submitted to arbitration. The Arbitrator's decision shall be final and binding upon the Employer, the Association, and the employee or employees involved.

The Arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the application or interpretation of such expressed provisions. The Arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's right and responsibilities, except where they have been expressly and clearly limited by the terms of this Agreement.

The Arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Employer where the Employer is given discretion by the terms of this Agreement or by the nature of the area in which the Employer was acting. The Arbitrator shall not render any decision which would require or permit an action in violation of Michigan Community College laws.

The Arbitrator's fees and expenses shall be shared by the Employer and the Association equally. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such employee, witness, or requesting such participant.

The termination of a probationary or non-tenure teacher, or extension of the probationary period for a teacher, shall not be subject to the arbitration provision.

The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.

Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discussing and having it resolved informally with the Employer, provided that the Association be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the Employer is not inconsistent with the terms of this Agreement.

It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this Agreement.

Nothing contained herein shall be construed as a waiver or precedent by any action or lack of action taken by the Employer.

0401 Grievance File

All documents, communications, and records dealing with a grievance, except the material which is normally kept in the teacher's personnel file, shall be filed separately from the personnel files of the participants.

0402 Personnel Files: Access

A designated member of the Association may, with written permission from the individual, examine the personnel file of any member or members of the bargaining unit if the examination relates to a filed grievance, a grievance in preparation, a written charge against the member, including a recommendation for dismissal, or verification of data for negotiations.

0403 The individual faculty member shall have access to his own file any time during normal business hours. Items which are sent to the college in confidence may first be removed by the administration.

FRINGE BENEFITS

0500 For professional improvement each faculty member shall be allowed \$200.00 for the first year and \$250.00 for the second year of the contract. The outlay of these amounts may be as follows: (Up to \$50.00 may be used in each year for b and c.)

- a. Actual travel
- b. Membership dues in professional organizations as limited to the discipline as approved by the Academic Dean.
- c. Subscription(s) to professional periodicals as related to the discipline and approved by the Academic Dean.

These funds will be credited to each department. The distribution of these funds shall be made through the cooperation of the faculty members in the department and the appropriate administrator according to plans to be determined.

0501 Insurance coverage shall be as follows:

- Fully paid medical insurance for instructor and family.
- Life insurance of \$12,000.
- Personal effects insurance to \$5,000 per instructor, based upon listing.
- Professional liability and classroom insurance of \$100,000 per instructor.
- Travel insurance of \$500,000 on any instructor attending meetings or taking field trips related to his (her) teaching or professional improvement.
- Long-term disability insurance shall be provided each faculty member. This insurance shall provide:
 - 66 2/3% of salary
 - 90-day wait or accumulated sick leave, whichever is greater
 - \$1,500 maximum per month
 - Two year out-occupation definition
 - Benefits payable to age 65; accident and sickness
 - Waiver of premium while totally disabled
 - Rehabilitation provision

0502 Legal counsel shall be provided for initial contact with the instructor in the event of a suit instituted against the institution as a result of his professional duties.

0503 Definition of Field Trip

- A field trip shall be defined as an educational activity where students and faculty members leave the campus with approval by the administration.

0504 Transportation Reimbursement

The rate of reimbursement for approved travel involving the use of the faculty member's car shall be at the rate of 12¢ per mile.

0505 Meals Allowance

A faculty member shall receive meal money under Section 0500 at either the rates of \$2.00 for breakfast, \$3.00 for lunch, and \$4.50 for dinner, or the indicated cost of any meal that is a scheduled part of the professional improvement function the faculty member is attending.

CONTRACTS - PAYMENTS

0601 Date of Issue and Return

All individual contracts are subject to the terms of the Master Contract. Individual contracts will be issued within thirty days following the ratification of the Master Contract. The individual contract will have a statement indicating the position on the salary schedule.

Each faculty member is responsible for having on file verification of all materials to substantiate salary placement. Any material placed on file sixty days after contract ratification shall not be considered in salary determination. Extensions may be granted upon written application.

Providing no dispute of salary schedule placement, the faculty member will sign and return the contract within three weeks.

0602 Salary Payment

The salary of each faculty member shall be paid every other Friday. In the event the faculty member is not on a twelve (12) month contract, he shall have the option of receiving his salary in 20 or 26 payments.

0603 First Payment

The first salary payment shall be made to all members of the faculty no later than the second Friday of the academic year.

0604 Professional Dues

Any faculty member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Professional Dues in the Association which sum shall be in the amount of \$140.00 for the school year 1973-74 and 1974-75 and shall thereafter be as established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-fifth of such dues from the second regular salary check of the faculty member each month for five (5) months, beginning in September and ending in January of each year. Any faculty member who shall not perform services for any entire month of the school year shall have his dues reduced by one-fourth of the yearly dues for each such month he did not work, except where the failure to perform services during any month was the result of the faculty member's taking any leave of absence or sick leave provided for in this contract.

This article shall be effective retroactively to the date of the Agreement and all dues payable hereunder shall be determined from said date.

0700

DURATION AGREEMENT

This Agreement shall be effective as of August 21, 1973 and shall continue in effect until midnight on August 20, 1975. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

APPENDIX I

FACULTY SALARY POINT SCHEDULE

A. TEACHING EXPERIENCE:

- | | |
|---|------------|
| 1. At Bay - 1 point per year | 12 maximum |
| 2. Outside Bay - 1 point per year for first 5 years | 5 maximum |
| 3. Beyond 5 years 1/2 point per year | 7 maximum |

B. RELATED WORK EXPERIENCE OTHER THAN TEACHING:

- | | |
|---------------------------------------|-----------|
| 1. 1 point per year for first 5 years | 5 maximum |
| 2. Beyond 5 years 1/2 point per year | 7 maximum |

12 maximum

C. DEGREE WHEN RELATED TO AREA OF TEACHING RESPONSIBILITY:

- | | | | |
|--------------|--------|----------|---------------|
| 1. Associate | 2 pts. | } 3 pts. | } 5 pts. max. |
| LPN (1 year) | 1 pt. | | |
| Bachelor's | 4 pts. | | |

- | | | | |
|--------------|--------|----------|---------------|
| 2. Associate | 2 pts. | } 4 pts. | } 6 pts. max. |
| RN (2 year) | 2 pts. | | |
| Bachelor's | 4 pts. | | |

- | | | | |
|--------------|--------|----------|---------------|
| 3. Associate | 2 pts. | } 6 pts. | } 8 pts. max. |
| RN (3 year) | 4 pts. | | |
| Bachelor's | 4 pts. | | |

- | | | | |
|--------------|--------|---------------|----------------|
| 4. Associate | 2 pts. | } 5 pts. max. | } 10 pts. max. |
| Bachelor's | 5 pts. | | |
| Master's | 5 pts. | | |

Second Master's 3 pts.

Master's + 30 3 pts.

60 hr. Master's in Fine Arts 3 pts.

Bus. Adm. 3 pts.

Social Work 3 pts.

Specialist 3 pts.

Doctorate 5 pts.

13 pts. max.

15 pts. max.

D. DEGREE RELATED TEACHING RESPONSIBILITY:

In areas where degrees are not normally or generally awarded, up to five (5) points may be allowed. Exception: In no case shall C & D in combination exceed 13 points.

BASIC SALARY SCHEDULE
1973-74 - 1974-75

	<u>1973-74</u>	<u>1974-75</u>
0 - 7	\$ 8,614	\$ 9,289
8	9,021	9,696
9	9,427	10,102
10	9,834	10,509
11	10,240	10,915
12	10,647	11,322
13	11,054	11,729
14	11,460	12,135
15	11,867	12,542
16	12,273	12,948
17	12,680	13,355
18	13,087	13,762
19	13,493	14,168
20	13,900	14,575
21	14,306	14,981
22	14,713	15,388
23	15,120	15,795
24	15,526	16,201
25	15,933	16,608
26	16,339	17,014
27	16,746	17,421

CONDITIONS

1. Faculty members employed by the college prior to the ratification date of this contract must elect to have the salary point schedule computation made on one of the following two bases:
 - a. the use of Classifications A, B, C and D from Appendix I in this contract, based on degree(s) earned and experience previously allowed.
 - b. the use of Classifications A, B, C and D from Appendix I in this contract and the determination of the appropriate point level upon the faculty member submitting to reevaluation.
2. In recognizing credit for work or teaching experience, only full-time, full-year experience shall be calculated.
3. Faculty members earning credit beyond the Master's Degree after the ratification date of the contract must have prior approval from the appropriate administrator to have such credit count on the schedule.
4. A faculty member who, under the basic salary schedule, would receive a salary increase in excess of 13% of the 1972-73 rate shall be limited to a 13% increase for 1973-74. No salary increase limits shall exist for any faculty member for the second year of this contract.
5. A faculty member must supply verification data to the appropriate administrator within 60 days following the ratification date of this contract or within 60 days following Board approval of his or her employment, whichever is later, for the first year of this contract. For the second year of this contract a faculty member must supply the verification data within 60 days following Board approval of employment or by October 31, 1974, whichever is later.
6. Any faculty member on leave of absence during 1972-73 shall be paid either his 1971-72 basic salary plus 5% for 1973-74 or the appropriate schedule level if that faculty member submits to reevaluation.
7. Any faculty member under the basic schedule in the contract who would have a basic salary less than the basic salary paid in the 72-73 contract shall be paid the 72-73 rate plus a 2% increase for 73-74.
8. Any faculty member under this schedule who would have a 74-75 rate less than the 73-74 rate shall be paid the 73-74 rate.

APPENDIX II

SUMMER SCHOOL PAY SCHEDULE FOR 1974

	<u>1 cr. hr.</u>	<u>2 cr. hrs.</u>	<u>4 cr. hrs.</u>
Lecture Classes (8 - 25 students)	\$ 325.00	\$ 650.00	\$1,300.00
Lab Classes (8 - 25 students)	406.00	813.00	1,625.00

SUMMER SCHOOL PAY SCHEDULE FOR 1975

	<u>1 cr. hr.</u>	<u>2 cr. hrs.</u>	<u>4 cr. hrs.</u>
Lecture Classes (8 - 25 students)	\$ 350.00	\$ 700.00	\$1,400.00
Lab Classes (8 - 25 students)	437.00	875.00	1,750.00

Classes with enrollment of at least eight students will be offered. When a summer class has fewer than eight students enrolled, it may be offered by mutual agreement between the Association and the Administration.

Counselors and nurses will be compensated on the basis of the above summer school pay schedules, in that every week of contracted summer work will be recognized as the equivalent of one credit hour lecture class.

- a. Nursing instructors paid on the above basis shall be limited to 32 contact hours per week for the summer session.

Amount of extra pay shall be:

1. Major sports shall be paid on the basis of \$1,500. Minor sports shall be paid at the rate of \$400 per assignment.
2. Reimbursement to faculty members at regularly scheduled events shall be \$5.00 per event. Faculty members shall be assigned by the college administration.
3. Any responsibilities other than special application projects or coaching a major or minor sport, designated by the administration as being worthy of extra pay, shall be negotiated with the Faculty Negotiations Committee at the time it is being proposed.
4. Division Chairmen each shall be paid \$200.00 for 1973-74 and \$275.00 for 1974-75.

BOARD OF TRUSTEES

Chairman

Chief Negotiator

FACULTY SENATE

President

Secretary

Chairman, Negotiations Committee

Member, Negotiations Committee

Member, Negotiations Committee