




111  
143  
THS

COLLECTIVE BARGAINING  
AT  
OAKLAND COMMUNITY COLLEGE  
D. E. HELLAND



COLLECTIVE BARGAINING

AT

OAKLAND COMMUNITY COLLEGE

(An analysis of the context, parties  
and process in bargaining with the  
Faculty Association)

by Donald E. Helland

A paper submitted in partial fulfillment  
of the requirements for the degree of  
Master of Business Administration  
in Michigan State University, 1968

Advisor:  
Professor Dalton McFarland

LIBRARY  
Michigan State  
University

THESIS

558747

11-2-69



## TABLE OF CONTENTS

	Page
Introduction	1
Historical and Legal Background	4
The Context	21
The Actors	28
The Contract	33
Concluding Observations	49
Bibliography	52
Exhibits:	
Faculty Load Chart	I
Faculty On-Campus Hour Chart	II
Selected Junior College Library Survey	III
Load Summary - Highland Lakes Campus	IV
Staff Summary - Highland Lakes Campus	V
Analysis of Faculty Salaries	VI
National Average Salary Scale	VII
Fringe Benefits	VIII
Labor Contract	IX
Comprehensive Analysis of Negotiated Master Contracts of Selected Community Colleges in Michigan	X
Michigan Public Employees Act	XI
Oakland Community College's New Labor Contract	XII

## INTRODUCTION

"It shall be lawful for public employees to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public employers through representatives of their own free choice."<sup>1</sup>

"A public employer shall bargain collectively with the representatives of its employees as defined in section 11 and is authorized to make and enter into collective bargaining agreements with such representatives. For the purposes of this section, to bargain collectively is the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract, ordinance or resolution incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession."<sup>2</sup>

---

<sup>1</sup> Act No. 336 of the Public Acts of 1947 as amended up to and including Public Act 379 of 1965, Sec. 9.

<sup>2</sup> Ibid., Sec. 15

The faculty members of Oakland Community College in Oakland County, Michigan were the first faculty members in Higher Education to make use of these provisions of the Michigan Public Employees Act. The election was held by the State Labor Mediation Board on March 25, 1966 and the faculty members voted to form the Oakland Community College Faculty Association. Thus there began a new and complex relationship between faculty members and governing boards. During the spring of 1966, the Faculty Association and the board of Trustees of Oakland Community College through its representatives negotiated a professional contract which was ratified by both parties in May of 1966. This first attempt at writing a contract to govern the terms and conditions of employment is attached as Exhibit 1.

In September, 1967, I was designated by the College Administration to serve as chief negotiator for the College to conduct negotiations with the Faculty Association. This assignment was made in anticipation of the renewal of collective bargaining which was to commence on March 1, 1968, in accordance with the provisions of the existing labor contract. More will be said subsequently of my own involvement in this process as one of the actors; suffice it to say at this point that while I have the responsibility for the personnel operation of the College, I did not have any particular qualifications so far as the collective bargaining process is concerned. Primarily because of my lack of experience at prior involvement in this most important and interesting kind of assignment, I chose to write this paper in partial satisfaction of the requirements for the M.B.A.

This paper deals with the general problem of collective bargaining by faculty members of community colleges in the State of Michigan. It seems appropriate also to consider some of the historical and legal antecedents of the whole problem of professional negotiations as these have come down on both a national and state level. The general outline of the paper, therefore, will be as follows:

1. Historical and Legal Background
2. The context
3. The parties
4. The collective bargaining process

## HISTORICAL AND LEGAL BACKGROUND

Collective action by employees has a long history. Such action has always been affected by the nature of the economic system, the level of technology, supply and demand, religious, social, and political attitudes, and similar factors. In some respects the medieval guilds were the forerunners of contemporary organizations which sought to represent employees and to advance their objectives, but it would not be profitable to here go back this far into the history of employment relations. Lieberman and Moskow<sup>3</sup> trace the historical background as follows, using a starting point in 1806, the date of the Philadelphia Cordwainers Case. The Sherman Anti-Trust Act of 1890, passed by the Congress to insure against certain acts on the part of corporations which might lead to monopolistic conditions, was also relied upon by the federal courts to find guilty of conspiracy to restrain trade. The Clayton Act of 1914 was passed by the Congress with partial intent to limit this judicial onslaught against unions, especially Section 20. Despite such plain language, the U.S. Supreme Court continued to apply the Sherman Act. In addition, corporation managers soon developed several powerful weapons for dealing with employees. Court injunctions which required unions to stop planned strikes on the ground that the employer would incur grave damages, were used as a strike-breaking technique. Also, "yellow-dog contracts" emerged, under which the employer asserted an intent to fire an employee for joining a union.

---

<sup>3</sup> Lieberman and Moskow, Collective Negotiations for Teachers, Rand McNally & Company. Chicago: 1966, Page 62 ff.

The passage of the Norris - La Guardia Act in 1932 reflected a fundamental change in public policy toward labor and, consequently, in the law of Labor - Management relations as well. This Act removed the power of the courts to interfere with or restrict a wide range of union activity not involving fraud or violence. Congress guaranteed labor the right to engage in strikes, secondary boycotts, sympathy strikes, picketing by persons not employees, and other activities where non-employees could assist a firm's employees in labor's disputes directly or by applying pressure upon third parties. The Norris - La Guardia Act basically reflected a *laissez-faire* philosophy of employment relations. Its main effect was to deprive the Federal Courts of jurisdiction in most labor disputes. The parties were left to their own resources to work out their problems without interference by the courts.

The next major development was the National Industrial Recovery Act of 1933. This Act included a forthright endorsement of collective bargaining. In many cases the law was interpreted as an invitation to establish company dominated unions or employee representation plans controlled by the employer. Obviously, such company unions lacked power to represent the employees effectively. In spite of the provisions of the N.I.R.A., many employers were openly hostile to unions and used every possible weapon to prevent union organization. The result was large scale riots and pitched battles over the rights of

employees to be represented by an organization of their own choice in collective bargaining with their employers.

The situation facing Congress in 1935 was one of intense industrial conflict and instability in Labor - Management relations. Employers seemed insensitive to the wishes of their employees and the result was often a strike over whether a union should be recognized. The result was the enactment of the National Labor Relations Act known as the Wagner Act, in 1935. Without question, the Wagner Act was one of the most significant labor laws ever enacted in the United States. In effect, Congress said that because of the great disparity of power between the individual employee and his employer, the government could no longer remain neutral between them. It was now necessary to limit employers' rights to oppose employee organizations. In this way, the Wagner Act strongly encouraged collective bargaining and constituted a fundamental turning point in public policy toward labor relations. Section (7) of the Wagner Act, entitled "Rights of Employees," reads as follows: "employees shall have the right to self organization, to form, join, or assist labor organizations, to bargain collectively through representative of their own choosing, and to engage in considered activities, for the purpose of collective bargaining or other mutual aid or protection."

Although the Wagner Act was passed in 1935, it did not take full effect until 1937 when the Supreme Court declared it to be constitutional in the Jones and Laughlin Steel Case.

By 1947, public attitudes toward unions had changed considerably. Although concern was still expressed about the inequality of bargaining power, there was now a wide spread feeling that unions had too much power instead of too little. Result was the passage of the Taft - Hartley Act, which essentially was a recognition that the long struggle for union rights required corresponding measures to insure union responsibilities, and that individual employees and union members needed protection from certain union practices, just as employers did.

Arising from the concern for greater governmental regulation to govern unethical and undemocratic practices of unions, the Landrum - Griffen Act was passed in 1958. This Act provided essentially for democratic process in labor unions and fiscal responsibility.

It is to be noted here that employees working for the Federal Government, for any wholly owned government subsidiary, for any state or political subdivision thereof, or for non-profit hospitals have been specifically excluded from federal labor legislation. However, while teacher and faculty organizations are not subject to these federal acts, it is virtually certain that the states will take a close look at these Acts as they continue to develop specific legislation for dealing with these problems within their own and respective provinces. That some states have already taken such action will be developed subsequently in this paper.



An Overview of Collective Action in Education. In the early years of this century, perhaps for the entire first half, public employees were not considered to have any rights of collective action. Following World War II, however, with the rapid urbanization of the country and greatly increased productivity, the nature of public service changed. As society rapidly began to demand public services as well as material goods, emphasis upon scientific, technological, and professional services increased greatly. This upgrading demanded competition - local, state, and national governments were compelled to match working conditions, salaries, and fringe benefits being provided in private industry. As a result partly of this competition and partly of the increased preparation and competence of the people involved, public employees began to press for the rights of collective action. Governmental employee unions, especially at the federal level, began pressing campaigns for bargaining or negotiating rights. A few states and cities enacted legislation to this end. Probably the most significant breakthrough came with the President's Executive Order No. 10988, issued in 1962, establishing the right of federal employees to organize and to negotiate with their employing units regarding personnel policies and working conditions. This Order did not confer collective bargaining rights as generally understood in the context of private of industry. Employees of the Federal government were denied the right to strike.

Emerging along side, but somewhat behind, the movement to establish the right of government employees to organize and to set up negotiation procedures were the groupings of teachers for greater recognition and participation in determining personnel policies and working conditions. This upsurge resulted from several factors: the increasing level of preparation and competence of teachers, the growing size of schools, the increasing trend toward teaching as a life career, urbanization, the growing control by teachers of their own professional standards -- all these combined to contribute to the maturing of teaching as a real, not token, profession.

The maturing of the education profession in the United States has been marked by collective action. The majority of professional associations in education are devoted to the improvement of education as well as the welfare of their members. Special interest associations are usually devoted to the improvement of instruction and contact in specialized fields or areas. Thus we find scholarly societies representing those in specific teaching fields in high schools, positional interest-groups in the administrative and supervisory fields, and the groups of those interested in the improvement of the elementary schools.

A pamphlet published by the American Association of School Administrators traces the early developments of collective bargaining amongst persons employed in education.<sup>4</sup>

---

<sup>4</sup> American Association of School Administrators, School Administrators View Professional Negotiation; Copyrite 1966.

Basic to the upsurge of teacher demands in the past twenty years for participation in school policy making has been the rapid elevation of teacher competence as reflected in increased preparation. By 1964, all but four states had adopted the degree requirement. At the close of World War II, it is estimated that not more than thirty-five per cent of public school teachers held degrees. In 1965-66, it was estimated that 92 per cent held one or more degrees and that the average preparation for all public school teachers was about 4.6 years of college. A second factor was the diminution in the number of school districts and the steady growth in their size. Large size always tends to foster an atmosphere of impersonality in human institutions. The more individual identity tends to be submerged in numbers, the more the individual struggles for recognition and the more he is likely to join an organization for mutual benefit and strength.

In the large school districts, communication became difficult and extremely formalized. Personal contact and communication between and among individuals were rare, if not indeed non-existent. The individual teacher tended to be overwhelmed by a sense of loneliness and, perhaps, even nothingness. In such a climate, the large school district tended to take on an image of an impersonal, insensitive bureaucracy. Teachers resented this; as they sought to identify those responsible, superintendents and school boards often became the target.

There were abundant evidences, quite generally obscured at the time, of a growing restiveness among teachers following the end of World War II. During the war, schools had been neglected and teachers salaries had fallen far behind those in industry, even for the least skilled jobs in the defense plants. The migration from teaching during the war years reached staggering proportions. Also, the school tax system became obsolete as the nation's wealth fled the local confines, thus, making sources of revenue inadequate for an expanding budgetary need.

Following the close of the war, the teachers who had remained reasoned that, with the national emergency now ended, the American people would quickly give attention to correcting the deterioration in the public school programs, including the adjustment of salaries. This did not happen, except slowly and sporadically; as a response to the pent-up demands for consumer goods, industries supplying domestic goods began booming, and teachers again were compelled to leave the profession in order to make a living wage.

Consequently, toward the close of the war and during the years immediately afterwards, there was a series of strikes by teachers which shocked the public. Between 1940 and 1962, there were 110 teacher strikes - 91 of these were by public school teachers and 19 by teachers in private schools. Two-thirds of these 110 strikes took place in the post-war years 1945-52, while only 20 occurred between 1953 and 1962.

Between 1963 and 1965, the Bureau of Labor Statistics list 16 work stoppages by teachers. Thus, from 1940 through 1965, there were a total of 126 work stoppages by teachers.

There was ample evidence in the post-war years and on into the early 1950's that restiveness among school staffs was climbing, and from 1955 to 1960 teacher discontent reached the boiling point. The dangerous situation was readily discernable to those who really wanted to read these signs, but few did. By the end of the 1950's, however, some of the professional associations became aware that a new order had to be created. These associations, therefore, began demanding a new and more creative role - direct participation in school policy determination. Emphasis was placed upon the role of the local association as representative of the professional staff in collective action. It should be pointed out that at the same time many superintendents and boards already were taking steps to encourage teachers and other staff members to participate in policy making decisions - particularly those directly related to salary and welfare matters.

As early as 1946, as a result of a bitter strike, the Norwalk, Connecticut, Board of Education and the Norwalk Teacher's Association entered into what is believed to be the first collective negotiation agreement for teachers. At this time, there were few collective bargaining contracts between boards and American Federation of Teacher affiliates.

The Norwalk Agreement was upheld in 1951 by the Connecticut Supreme Court of Errors, which denied the right of public employees to strike. The Agreement was broadened in 1957 to provide an appeals procedure, which is believed to be the first provision of its kind in the professional negotiation context.

Connecticut appears to have been the early leader, thanks to the State Department, the Association of School Boards, and the Superintendent's Association as well as the State Education Association, in pressing for collective agreements for school staff. Several such agreements were adopted between 1946 and 1962.

State Legislation. As previously mentioned, Federal Legislation did not apply to public employees. It was left to the respective state legislatures to develop their own plans in the area of collective bargaining for public employees. Prior to 1965, Wisconsin was the only state with a comprehensive law regulating collective negotiations in public education. In nine states negotiation bills passed both Houses of the State Legislature in 1965. The Bills were signed into law in six states: California, Connecticut, Massachusetts, Michigan, Oregon and Washington. Bills were vetoed by the governors of Minnesota, New Jersey and New York. The following is a brief summarization of some generalizations and some exceptions, thereto, regarding the legal status of professional negotiations throughout the nation.<sup>5</sup>

---

<sup>5</sup> Stinnett, Kleinmann, Ware, Professional Negotiation in Public Education, New York: The McMillan Company, 1966.

1. There is little legal doubt today that school employees have the right to organize and join employee organizations. There had been some doubt in the past, and several states have enacted statutes which specifically state that public employees have the right to join unions and employee organizations.

2. Most legal writers agree that compulsory membership in employee organizations, closed or union shop in school districts, will not be upheld by a Court of Records; and there are no statutes specifically permitting compulsory membership for school employees. There are two cases in point involving school employees, and the Courts went in opposite directions.

3. The traditional judicial view is that teachers do not have a legal right to strike. There is indication the right would be upheld by the courts if provided by statute. Statutes in several states prohibit public employees from striking, and some mention teachers specifically. No statutes provide that teachers may strike.

4. The questions of teacher - board negotiations resulting in an agreement signed by representatives of the teacher organization and the school board has rarely been the primary subject of court decision. However, in several decisions there are dicta indicating that boards may not have authority, in absence of statute, to negotiate and sign agreements. In other decisions, there are statements that boards have the right to negotiate under their general power to run the schools. It seems certain that without statute, Boards of Education may not be

forced to participate in negotiations.

5. Several statutes authorize boards to negotiate. Negotiations are being carried on, and agreements are being signed or adopted as board policy in almost every state in the United States. This is evidence that, in absence of prohibiting legislation, boards may use the professional negotiation process.

6. Exclusive negotiation rights and exclusive recognition have seldom been the subject of Court decisions. Six of the eleven negotiations statutes provide for them. Such procedures are accepted in Federal employment. Whether granted in absence of statute, or under statutes, provision must be made to guarantee testimony rights - the right to present views to the board - to individual employees and to minority organizations of employees.

7. Mediation, fact-finding, and appeal procedures for public employees are provided for by statute in at least fourteen states. There are few court decisions on the issue decided in absence of statute. In absence of statute, boards of education cannot be forced to participate in such procedure, but there seems to be nothing to prohibit them from voluntarily participating in most jurisdictions, if recommendations resulting from them are advisory. No existing statutory provisions authorizing such provisions for school employees provide that recommendations be binding.



Public Act 379. With specific reference to legislation in Michigan, collective negotiations by teachers and school boards are allowed by Michigan Public Act 379. This Act was signed into law by Governor Romney on July 23, 1965. At the time Governor Romney signed the law, he made the following statement:<sup>6</sup>

"The Bill is the most basic revision of the Act (Hutchinson) since its adoption in 1947. The major provisions of the Bill give public employees, primarily at the local level, the rights of organization and of collective bargaining.

"It also eliminates automatic penalties for striking employees, but permits public employers to discipline striking employees, to the extent of discharge, with the employees having the right of appeal to the Circuit Court.

"I have given this Bill the most careful consideration of any of the hundreds of Bills adopted at this sitting of the Michigan Legislature.

"It is apparent that public employees in our state and throughout the nation are demanding and deserve a greater voice in their own working conditions and we have historically given them them.

"The procedures called for in this revision of the Hutchinson Act will give them this greater voice, while at the same time (will leave) the ultimate determination in labor relations matters with public employers.

"These procedures importantly retain the prohibition against strikes by public employees, a prohibition which I whole-heartedly support in the interest of retaining always and without interruption, the service to which the public is entitled."

Governor Romney also pointed out that the Bill will better equip the State Labor Mediation Board to prevent many situations from reaching the crisis stage as has been the case increasingly in recent years.

The Governor said his decision on this Bill was succinctly summarized

---

<sup>6</sup> Schmidt, Parker and Repas, A Guide to Collective Negotiations In Education, Page 17.

ten years ago in a statement of the Committee on Labor Relations of Governmental Employees of the American Bar Association: "A government which imposes upon private employers certain obligations in dealing with their employees may not in good faith refuse to deal with its own public servants on a reasonably similar basis modified, of course, to meet the exigencies of public service."

The full text of the Act, 1965, appears as Exhibit

If a statute grants the rights of unionization - except the right to strike - a fundamental problem is how to get disputes of various kinds settled. It is at this juncture that there appears to be a serious weakness in the Michigan Act relating to public employees, There are no provisions for strikes, lock-outs, or arbitration.

When one speaks about the "rights of unionization", there are several basic principles to be considered. One is the right of self-organization - that is, the right of an employee to join a labor organization free of employer retaliation, free of interference, restraint or coercion. A second principle is that of exclusive recognition, that is, the right of defined group of employees by majority vote to select a collective bargaining representative for the entire group including even those who do not belong to that particular labor organization or who have voted that they do not wish to be represented by that particular labor organization. A third principle of the right of unionization is the right of the group through their duly selected

collective bargaining agent to engage in the collective bargaining process with the employer. Finally, "rights of unionization" includes the right to take supportive action on either side in the collective bargaining process. That means, on the union side, the right to strike.

The fundamental question is whether public employees have the right to strike. Section 2 of the Public Employment Relations Act specifically prohibits strikes by public employees. Notwithstanding this prohibition, numerous strikes have occurred in Michigan by public employees since the enactment of the PERA. Jack Clarey, labor attorney, said, "Once public policy has declared that public employees have the right to engage in collective bargaining, the question of public employees striking has already been answered, particularly if legislation and public sentiment provide no remedy for the illegal action." Clarey goes on to say, "thus, if public employees were allowed to strike subject to compliance with an executive order for a cooling-off period, the full pressure would then be directed toward the public who must assume the responsibility for the maintenance of public services. Mediation and fact-finding during this period would be helpful in focusing public pressure on the dispute. In addition, injunctive relief ought to be thereafter available to neutralize the situations where serious damage to the public interest is demonstrated."<sup>7</sup>

---

<sup>7</sup> Jack R. Clarey, Pitfalls of Collective Bargaining in Public Employment; Labor Law Journal, July, 1967, Page 406.

Arvid Anderson of the Wisconsin Public Employees Commission said, "Any consideration of the development of collective bargaining in public employment requires consideration of the strike issue. The thirty year lag in the development of collective bargaining in public employment can be attributed in part to the prevalence of the idea that collective bargaining means strikes, that the right to strike in public employment does not exist, and therefore there is no need for public employees to join unions or to bargain collectively. The fact is, however, that today there has been a very rapid growth in public employee unionism and in strikes. Thus, the academic question of a few years ago - that public employees have the right to strike - has been transcended by the even more demanding question of whether orderly procedures should be developed that will prevent strikes from occurring, or that will effectively deal with strikes that do occur."<sup>8</sup>

The Michigan Supreme Court dealt with the constitutionality of the Act in its Holland decision of April 1, 1968.<sup>9</sup> In this case the challenge to the constitutionality of the State Employee Relations Act, denying state teachers the right to strike, as being violative of individual rights guaranteed under the Constitution, was rejected. Within certain limitations, each state may deny to its employees the right to strike. School teachers were public employees under the State Employee Relations Act so as to make them subject to the no strike prohibition under the Act, even though they did not have individual written contracts of employment

---

<sup>8</sup> Arvid Anderson, The United States Experience in Collective Bargaining in Public Employment; The Practical Lawyer, November, 1967, Page 13.

<sup>9</sup> School District for the City of Holland, Ottawa and Allegan Counties, Michigan, Plaintiff - Appellee. The Holland Education Association, et al, defendants - appellants. Michigan Supreme Court, April 1, 1968.

as required by the state code, particularly where it had been held that teachers were covered by the provision of the Act dealing with the mediation of grievances and advance of signing written contracts. Michigan General's opinion May 26, 1967.

## THE CONTEXT

Beale and Wickersham refer to the industrial relations systems according to Dunlop and indicate that it may be studied in terms of what Dunlop calls "three contexts." These are the market context, the context of technology at the work place, and the context of power relations of the enveloping Society, as reflected in the work place.<sup>10</sup>

We will now relate these contexts to the collective bargaining situation for public employees, with particular reference to faculty members in Higher Education.

The Market Context. "Every enterprise or organization lives and grows - ... by satisfying .... some human need and effective market demand, whether this be for cigarette lighters or for child welfare services. This is true for the private enterprise, and it is just as true as for the governmental agency or non-profit private organization, where the "market" consists of the budgetary limitations within which the agency must operate. No enterprise can, in the long run, put more into its operation than it gets out of the market. Thus, in any given period the market context limits the possibilities open to any given enterprise."

One of the serious constraints effecting the problem of collective bargaining among public employees, including faculty members, is that of available resources. Sources of support for community colleges in the

---

10

Beale and Wickersham, The Practice of Collective Bargaining, Richard D. Irwin, Inc., 1967, Page 4.



state of Michigan are three: (1) tuition, (2) state-aid, (3) local taxation. Inasmuch as collective bargaining by faculty members with their respective boards of administration includes the wage and effort bargain, there is a point beyond which the board of administration is not able to go in granting benefits to its employees. The local board of administration does not have control over the large percentage of its total available resources, and it cannot presume that the state legislature in the case of state-aid nor the local taxpayers in the case of local taxation will take appropriate action in support of any decisions which relinquish resources to the faculty beyond those which are available.

This situation has raised the very real question in the collective bargaining situation as to whether or not the local board of administration may legally extend itself in a contract with its employees beyond its ability to pay; in other words, may a local board of administration presume on either the legislature or the taxpayers; or may it, indeed, make such decisions which will cause it to go into deficit financing.

This situation is unlike that found in, for example, private industry, wherein increases in the cost of product may be passed on to the consumer, thereby bringing additional funds into the hands of the employer. So long as consumers are willing to pay the price, and increasingly so, it is possible for collective bargaining between employer and employee to continue.



The Technology Context. Whereas in the event that collective bargaining agreements between employers and employees in private enterprise profit organizations may bring about settlements which may be excessive, the owners do have the option of increasing the productivity of their employees by effecting technological change. Handicraft production, wherein the goods produced or services rendered and sold by the employer are turned out directly by the labor of skilled craftsmen, working with their hands and with hand tools, gives way to mass production manufacturing, wherein the employer's product is turned out directly by non-skilled operators, working with their hands or with machines, assisted by a few skilled workers. In the area of education, however, it is not possible to respond to the market limitations by introducing automation in, for example, the teaching process. Or at least, so it has been said. Perhaps this is a good place to introduce the approach used by Oakland Community College in its instructional program. The instructional system, introduced by President Tirrell at the time the College opened in the Fall of 1965, is an attempt to meet the problems of mass education within the constraints of limited budget made available by legislative and taxpayer actions. Perhaps it may be considered that this is a move in the direction of automated learning in response to the market context of limitation of available resources. It should be said parenthetically that this will describe some difficult problems so far as negotiating an agreement with the faculty; and this will be discussed subsequently in this paper.

The Oakland Community College instructional system is essentially

a program whereby courses are presented to the student in such a manner that he will be able to realize the desired and specified objectives largely on the basis of independent study, making use of prescribed media, such as, text books, developed art media, tapes, television and computer. The instructional system is based on the premise that it will be able to meet the challenge of educating large masses of students at lower cost with as good results as that achieved by traditional instructional methods.

At Oakland Community College we are able, therefore, to see some relationship between the market context and the technology context, which probably would not exist in a more traditional institution of Higher Education. In the traditional settings, the faculty member is not able to move from what might be equated to handicraft production to mass production in terms of automation. More will be said on this later when we discuss the problem of determining faculty work-load as a part of the wage and effort bargain.

The Power Context. By "power context" Dunlop means the influence, authority, prestige, or power managers and workers have outside the shop, that follows them into the shop and affects their relations toward each other. Thus, for example, when employees organize in an "outside" union, they alter the power context inside the enterprise. There are several major outside groups with which faculty members in Higher Education, particularly community colleges, have found strength and power. These are the National Education Association, with its state and local chapters;

The American Federation of Teachers, affiliated with the A.F.L. - C.I.O.; and the American Association of College and University Professors.

At the risk of oversimplification, one might categorize the above mentioned organizations as left, right and center. At the left is The American Federation of Teachers, who make no apologies for their position regarding unions for professional people. Their actions are modeled after the industrial union approach, and they have achieved a large degree of success in recruiting members, especially in some of the larger cities. This group is now making major thrusts in the area of Higher Education, especially community college faculty. Jack Goldner, who heads the professional workers segment of the A.F.L. - C.I.O., said, "Why do professional people join unions? Because they know of .... changes (in our society) and want to have a meaningful say about them."<sup>11</sup>

If the AFT is to be classified as left, certainly the American Association of College and University Professors is to be classified as right. John C. Livingston, representing the AAUP point of view said, "How can we communicate with others about education if our relations with them are governed by force rather than thought? How can we .... speak of the creative response of our students when we relate ourselves to administrators and legislators as one contender in a struggle for power? We must choose how we are to present ourselves to the world; as rational beings whose ends are obtained by discussion, or as economic

---

<sup>11</sup> Jack Goldner, Professional Workers and Unions; AFL-CIO American Federationist, March, 1968, Pages 12-14.

beings whose ends are obtained by force."<sup>12</sup>

The position of the AAUP is essentially that through a strong faculty senate the desires of the faculty will be realized both in terms of welfare and professionalism. Harry A. Marmion said, "An institution with a strong faculty senate democratically elected, and functioning as a meaningful partner in the educational enterprise, will have no need for collective bargaining."<sup>13</sup>

Perhaps representing a synthesis of the AFL-CIO and the AAUP is the National Education Association. Long a representative of K-12, this group has recently become interested in Higher Education. While it would like to identify more with a so-called professional approach as taken by the AAUP, the NEA has been forced by the AFT to take on the proportions in greater measure of a union type activity. In this respect it has become increasingly forceful, for example, in certain areas of the East.

One of the chief reasons the AAUP has <sup>NOT</sup> served the needs of faculty in community colleges has been its requirement that an institution must be fully accredited before a chapter of AAUP can be formed on that campus. Because of the newness of most community colleges, they have not had time to become accredited.

The Oakland Community College Faculty Association, recognized as

---

<sup>12</sup> John C. Livingston, Collective Bargaining and Professionalism in Higher Education; Educational REcord, Winter, 1967, Pages 79-88.

<sup>13</sup> Unions in Higher Education. Harry A. Marmion, The Educational Record, Winter, 1968.

sole bargaining agent for faculty members at Oakland Community College, is not affiliated with any of these aforementioned outside power groups. In its decision not to affiliate, the Faculty Association has, perhaps, deprived itself of the kind of power that Dunlop is speaking of. As a matter of fact, at the present time, even while negotiations are in process, there is strong sentiment and movement on the part of many faculty members in the direction of affiliation with the American Federation of Teachers. This seems to be a recognition of the fact that in order to be effective in the collective bargaining situation, it is necessary for the faculty to bring this kind of power to the internal situation at Oakland Community College.

These three contexts make up one of the theoretical concepts referred to by Beale and Wickersham. It should be underscored that there is an inter-dependence and an interaction of each of these contexts.

## THE ACTORS

Dunlop uses the word "actors" to refer to the participants or parties to industrial relations activity. There are three actors: (1) managers and their hierarchy both within the enterprise and in employer associations at levels above the enterprise; (2) workers and their hierarchy of organized representatives within the enterprise and above it; and (3) agents of government who play specific roles in the industrial relations system. plus non-governmental agents and agencies (such as, for example, arbitrators) called into being by the other actors.

An attempt will be made in this portion of the paper to briefly sketch the make-up of the parties to the collective bargaining process.

The Managers. Oakland Community College is governed by a Board of Trustees consisting of six members elected by the citizens of the College District. Each Trustee is elected for a term of office of six years, with two positions expiring each year.

While none of the Trustees brought any prior experience in higher education administration with them, they have collectively played a very active role in the affairs of the College.

Dr. John E. Tirrell, President of Oakland Community College, has been delegated the responsibility for administering the affairs of the College by the Board of Trustees.

John E. Tirrell was born in Muskegon, but shortly after moved with his family to Holland, Michigan. After service in the U.S. Air Corps during World War II, he graduated from Hope College, received a Master's Degree from the University of Michigan, attended Massachusetts Institute of Technology and received a Doctor's Degree in Education from Harvard University.

He has been a teacher and principal in Michigan public schools, Assistant Director of the Harvard Center for Field Studies, and was Vice-President for Instruction at St. Louis (Missouri) Community College.

Dr. Tirrell is a former president of the Michigan Association of Junior Colleges and served on the Governor's Commission on Community - Junior Colleges. In 1956 he was designated as one of the five outstanding young men in Michigan. He is a member of the Innovation for Higher Education Committee on New Media, the College Examination Entrance Board Committee on Examinations, and has served as a consultant to a number of educational organizations.

He received national attention for his use of computers in programming new building requirements for the St. Louis community colleges, a revolutionary approach which resulted in an estimated \$10 million saving in construction costs.

As Director of Finance and Personnel, I have been designated by the President and the Board to serve as chief negotiator for the College in collective bargaining with the Faculty Association. I have been with the College since it began operations in September, 1965. My first assignment was as Instructor in the Accounting Department. In the Fall of 1966, I was appointed as Director of Finance, and a few months thereafter was given the assignment in Personnel. Shortly after having become involved in personnel matters, I was given the responsibility of negotiating a labor contract with the Teamsters Local 614, covering our security staff. Prior to this time I had had no experience in labor negotiations. During the course of negotiations with the Teamsters, which resulted in a written agreement, I felt that I had gained some expertise; but I recognized that I would have to be considered as having had relatively little experience in the matter of collective bargaining. For this reason the substance of this paper has been of great assistance to me, as I have attempted to research the collective bargaining agreements arrived at at other community colleges in the state of Michigan.

The Workers. Members of the Faculty Association at Oakland Community College, as will be seen, <sup>are</sup> ~~is~~ by and large new to community college teaching. Most have come either directly out of graduate school, holding a Master's Degree, or have come to Oakland Community College by way of teaching assignments in K-12 systems.

The Faculty Association is represented at the collective bargaining



table by six persons elected by the Faculty Association. This group of six has designated one of its members, Bill Stuart, as its spokesman. Bill Stuart is in his second year as a member of the faculty at Oakland Community College, and is an Assistant Professor of Political Science.

There are no members of the present bargaining team representing the Faculty Association who have had any experience in bringing about a collective agreement. Those persons who were involved in the first labor contract with the College for one reason or another chose not to serve. However, these persons, by virtue of their being members of the Faculty Council, do sit in a position to give direction to the work of the bargaining team.

As was previously indicated, the Faculty Association is not affiliated with an external power group. It appears, however, that such non-affiliation will likely be short-lived.

The Government. The Michigan Legislature, by virtue of having passed the Hutchinson Act, and having amended it in the Michigan Public Employees Act of 1965, has involved itself deeply in the problems of public employees. As is well known, however, the mere passage of legislation has not proved to find a resolution to the problems which exist not only in community colleges but in the total education scene in the state of Michigan. This was particularly borne out this past year as serious disputes arose between faculty members and their respective boards of trustees at such places as Holland, Michigan, Lake Michigan

Community College, and other institutions throughout the state. As a result of these disputes and break-downs in the collective bargaining process, guaranteed by the Michigan Public Employees Act, it has been necessary for the courts, the Office of the Attorney General, and the State Labor Mediation Board to involve themselves in the resolution of these disputes.

## THE CONTRACT

Preparation and Research. The labor contract signed by the Board of Trustees with the Faculty Association in May of 1966 contained a provision whereby all elements of the contract except salaries and twelve month contracts may be re-opened for negotiation on March 1, 1968. It was certainly the best estimate of the College Administration that the Faculty Association would choose to exercise this right, inasmuch as it had labored for almost two years with some very strong dissents as to the existing labor contract. With this in mind, it was apparent some time ago that it would be necessary for the administration to do its homework in preparation for the forth-coming negotiations. The process of preparation and research was begun in the late Fall of 1967. This preparation and research is divided into two major sections; (1) an analysis of existing labor contracts throughout the state of Michigan, and (2) an analysis of circumstances and conditions relating to conditions of work and conditions of employment within the existing faculty structure.

Oakland Community College entered into an arrangement with several other community colleges in the state of Michigan in the Fall of 1967 to conduct research concerning the inclusions of items in master labor contracts of selected community colleges in the state. This analysis was compiled by and for the Office of Community College Cooperation at Michigan State University and was assembled by Richard L. Norris. This comprehensive analysis of the negotiated master contracts of selected community colleges in Michigan is made a part of this paper and is

included as Appendix

The following is a summary of Richard L. Norris' comprehensive analysis:

<u>ITEM</u>	<u>YES</u>	<u>NO</u>
1. Statement giving recognition of a faculty organization as bargaining agent for the faculty.	12	0
2. Statement defining membership of bargaining unit.	10	2
3. Exclusive bargaining rights granted to faculty organization.	12	0
4. Tenure or continuing contract granted in master contract.	11	1
5. Probationary period for new faculty specified in contract.	11	1
6. Provision for reduction of staff.	5	7
7. Basis for salary increases specified in master contract.	11	1
8. Years or experience allowed for initial placement on salary schedule.	4	8
9. Guidelines for formal grievance machinery included in master contract.	11	1
10. Staff work load defined in master contract.	10	2
11. Contract clause pertaining to determination of class size.	7	5
12. Contract clause defining the teacher's work week.	2	10

	<u>ITEM</u>	<u>YES</u>	<u>NO</u>
13.	Provisions governing over-load pay.	9	3
14.	Additional remuneration specified for extra-curricular activities.	4	8
15.	Teacher's work defined in contract.	7	5
16.	Preferred educational preparation of teachers specified in contract.	5	7
17.	Procedure by which the composition of committees would be determined.	2	10
18.	Detailed procedure for dismissal of faculty included in master contract.	4	8
19.	Number of weeks college is in session stated as part of master contract.	10	2
20.	Length of college week specified in master contract.	5	7
21.	Rate of pay for summer teaching included as part of the master contract.	7	5
22.	Rate of pay for extra contractual teaching included as part of the master contract.	10	2
23.	Separate facilities to be provided exclusively for teachers as a part of the master contract.	8	4
24.	Fringe benefits provided to teachers by the college as a part of the master contract.		

	<u>ITEM</u>	<u>YES</u>	<u>NO</u>
24-A.	<p>Leave of absences included as part of the master contract.</p> <p>Four contracts granted <u>leave for conferences and professional meetings.</u></p> <p>Eleven contracts made provision for <u>sick leave.</u></p> <p>Ten contracts made provision for <u>bereavement leave.</u></p> <p>Eight contracts made provision for <u>public service leave.</u></p> <p>Ten contracts made provision for <u>sabbatical leave.</u></p> <p>Eight contracts contained provisions for leaves for <u>exchange teaching.</u></p> <p>Nine contracts made provision for <u>advanced study leave.</u></p> <p>Two contracts provided leaves for <u>foreign country or military school teaching.</u></p> <p>Two contracts provided leaves for participation in <u>National Defense Graduate Fellowship programs.</u></p> <p>One contract made provision for <u>emergency leave.</u></p> <p>Eight contracts made provision for <u>personal business leave.</u></p> <p>Five contracts granted <u>extended health leave.</u></p> <p>Ten contracts made provision for <u>maternity leave.</u></p>	11	1

	<u>ITEM</u>	<u>YES</u>	<u>NO</u>
24-A.	<p>Ten contracts contained a provision for <u>military leave</u>.</p> <p>Five contracts contained a clause granting <u>leave for care of ill members of the immediate family</u>.</p> <p>Five contracts granted <u>leave for service in professional organizations</u>.</p> <p>One contract granted <u>leave for visitation or participation in other educational programs</u>.</p> <p>One contract contained a clause granting <u>act of God absence</u>.</p> <p>Two contracts contained a clause making provision for <u>involuntary leave</u>.</p>		
24-B.	<p>Collateral benefits specified as part of the master contract.</p> <p>One contract granted <u>hospitalization insurance</u> without specifying the type of coverage or the insurance company.</p> <p>One contract granted <u>surgical insurance</u> without specifying the type of coverage or the insurance company.</p> <p>One contract granted <u>medical insurance</u> without specifying the type of coverage or the insurance company.</p> <p>Eight contracts provided <u>Michigan Blue-Cross-Blue Shield High Benefit M-75 insurance</u> coverage for faculty members.</p>	10	2

ITEM	YES	NO
24-B. Six contracts made provision for <u>payroll deductions</u> of the following types with the accompanying frequencies.		
Two contracts made provision for <u>free tuition to the college</u> for faculty.		
Two contracts provided <u>travel insurance</u> for faculty members.		
One contract provided <u>wage insurance</u> for faculty members at the rate of 60% of the faculty member's salary.		
Seven contracts provided <u>life insurance</u> for faculty members.		
One contract made provision for a <u>college retirement program</u> , the terms of which were not specified in the contract.		
Two contracts contained a <u>tax sheltered annuity plan</u> .		
One contract made provision for a <u>group insurance plan</u> without specifying the type of coverage, the college to pay the total premium for faculty members plus $\frac{1}{2}$ the premium for dependents.		
Three contracts made provision for <u>severance pay</u> .		
Three contracts contained a clause stating that the college would provide <u>workman's compensation insurance</u> .		
Two contracts provided <u>accidental death and dismemberment insurance</u> for faculty members.		



	<u>ITEM</u>	<u>YES</u>	<u>NO</u>
24-B.	Three contracts provided <u>long-term disability insurance.</u>		
	One contract simply stated that faculty members would be entitled to all fringe benefits as set forth in the Board Manual without speci- fying what these benefits were.		
25.	Terms of retirement stipulated in master contract.	7	5
26.	Negotiation procedure included as part of master contract.	10	2
27.	Duration of the agreement specified in the contract.	11	1
28.	College calendar included as part of the master contract.	10	2
29.	Rights of Board clause included as part of master contract.	9	3
30.	Rights of faculty organization included as part of master contract.	11	1
31.	No strike clause included as part of master contract.	3	9
32.	Required health examinations included as part of master contract.	4	8
33.	Salary schedule included in master contract.	11	1
34.	Provision for third party inter- vention in case of impasse in negotiations between the Board and teacher's organization	2	10
35.	Provision for third party inter- vention in case of impasse in settlement of grievances.	11	1

	<u>ITEM</u>	<u>YES</u>	<u>NO</u>
35.	Seven contracts contained a clause providing for <u>mediation</u> of grievances.		
	Seven contracts contained a clause providing for <u>arbitration</u> of grievances.		
	Three contracts contained provisions for both <u>mediation and arbitration</u> of grievances.		
	Three contracts specified that the decision of the arbitrator would be final and binding.		

.....

This study was distributed to the participating colleges in January, 1968, and thus afforded useful materials for the preparation and research being carried on by Oakland Community College. The purpose of this study was to make available to interested parties the types of items found in negotiated contracts in public community colleges in Michigan for the academic year 1967-68, and to determine the frequency with which these items appear. It was not the intent of this study to evaluate the items found in the contracts nor to evaluate the contracts themselves.<sup>14</sup>

---

<sup>14</sup> Richard L. Norris, A Comprehensive Analysis of the Negotiated Master Contracts of Selected Community Colleges in Michigan, January, 1968.

As can be seen from these inclusions in the labor contracts for community colleges throughout the state of Michigan, the items therein very closely resemble and follow the inclusions in a typical industrial labor contract. The distinction between so called professional negotiation and typical collective bargaining appears to break down when one views typical labor contracts. Beale and Wickersham, for example, refer to the items in the labor contract as consisting of four main parts: (1) union security and management rights, (2) the wage and effort bargain, (3) individual security, and (4) administration. It is clear from the research sighted above that labor contracts between boards of trustees and faculty associations in the state of Michigan have largely assumed the characteristics of industrial type contracts.

The second phase of preparation research dealt with the unique problems and situations of the faculty of Oakland Community College. The charts and tables included in the Appendix present the results of this research and make comparasions with institutions covered in the previously mentioned study of twelve connumity colleges in the state of Michigan. It should be noted at this point that all the areas of investigation are comparable and may be compared with practices in other institutions except the problem of faculty work-load. Because of Oakland Community College's unique instructional system, it was not possible to make any comparisions. Inasmuch as this was known to be the most difficult area so far as the collective bargaining process was concerned, it was

necessary for us to determine how each of the faculty members at Oakland Community College uses his time.

Inasmuch as we are now in the process of collective bargaining, I would just like to mention that the time and effort we spent in preparation and research has been very fruitful. Unfortunately, the Faculty Association had not prepared itself for these negotiations. Therefore, it was found rather frequently that we were talking about known conditions wherein our data and information was able to refute or reject some of the premises of the faculty bargaining team.

#### THE BARGAINING PROCESS

After having received a letter from the Faculty Association the early part of March, 1968, requesting that the Board of Trustees reopen negotiations in those areas of the labor contract subject to such reopening, the Board of Trustees agreed to engage in collective bargaining. The first session was held on March 14, 1968. At this session the Faculty Association submitted to the administration its proposal. The initial faculty proposal is part of this paper and appears in the Appendix. Initially, at this first bargaining session, a number of ground rules were laid which are as follows: (1) there would normally be scheduled two bargaining sessions per week, on Monday and Thursday, both of these to be held during regular College time. (2) Any announcements made concerning the progress of negotiations would be made jointly by the representative

of the Faculty Bargaining Team and the College Negotiator. (3) There would be no participants in the collective bargaining sessions other than those elected to this respective bargaining teams. The Faculty Association Team was to consist of six members, and the College Negotiating Team was to consist of two members. Only upon request of either party, would it be possible to bring additional persons to the bargaining session for purpose of presenting certain and specific issues - in other words, to serve as resource persons. (4) Negotiations would be conducted on the basis of an agreed upon agenda, and deviations from this agenda would be by mutual consent only. (5) Collective bargaining sessions were to be held in the Conference Room on College property. (6) There were to be no official minutes of bargaining sessions, but each party to the bargaining would keep a record for its own purpose. (7) As specific items were agreed to in principle and paragraphs were initialed, it was understood that there was to be no final agreement on any specific issue until all issues had been agreed to. (8) It was understood that in accordance with provisions of the existing labor contract that paragraph 6 - Salary Schedule, and paragraph 3-E - Twelve month Contracts, were not to be negotiated at this time.

Inasmuch as the College Bargaining Team was to consist of only two members, and it was necessary to draw upon the resources of various personnel throughout the College, I suggested to the President, and he concurred, that a resource committee be established. The President named the following persons to this committee: Provost Richard Wilson;

Dean of Instruction, Irving Levinson; Division Chairman, Keith Shuert; Director of Student Services, James Manilla; Director of Community Relations, Mitchell Tendler; Director of Curriculum Research, Terrence Tollefeson.

Following the first collective bargaining session, copies of the Faculty Association proposed labor contract were sent to all members of the Resource Committee, and also to all members of the Board of Trustees.

The following will be a brief review of the Articles included in the master labor contract between Oakland Community College and the Oakland Community College Faculty Association. An attempt will be made to set on edge the principle problems as they were faced in the collective bargaining situation.

Article I - Recognition. The main problem in this Article was whether or not the College should recognize as a part of the bargaining unit part-time faculty members. The administration was not willing to recognize part-time faculty members, nor did it consider that this would be in the best interest of the Faculty Association. This is particularly true in view of the future possibility of employing fairly large numbers of part-time faculty members for our evening programs.

However, in the Boulevard General Hospital versus Local 79 Building Service Case, decided on by the Michigan Labor Mediation Board, it was ruled that regular part-time employees were included in the bargaining units of full-time hospital employees, because they were sufficiently

concerned with terms and conditions of employment to warrant participation in the selection or rejection of a bargaining agent.

Article II - Conditions of Work. It was in this section of the contract that we experienced seemingly insurmountable problems. Because of the unique instructional approach used by the College, it was not possible to arrive at conditions of work on a basis comparable with other institutions in Higher Education in the area.

Oakland Community College presents a learner centered self-pacing, self-evaluating approach to the same materials offered at most community and four year colleges. Clearly defined objectives for each course, and each assignment within the course, are outlined in a once-a-week compulsory General Assembly Session. These also serve to introduce major units, to review previous assignments, to present guests and panel discussions, to administer major exams and tests and to present films and audio-visual aids. Made flexible to fit each student's personal schedule, the seminar type, Small Assembly Session, encourages discussions, and is used for quizzes, for solving study problems, and for raising questions. Additional study materials are provided in the Learning Laboratories, with a tutor present for help and guidance in their use. Here tapes, films, slides, recordings, charts and texts may be utilized individually by students in carrels, or discussed in study session groupings. Each student is assigned an Instructor for each course to provide consultation, student evaluation and grading. It is in this context that a solution to faculty load had to be determined.

Article III - Conditions of Employment. There were two major problems in this area of the contract. The first was in regard to tenure. The College practice had been a three year period of probation followed by a five year contract. The faculty wanted tenure. Its request was based on legislation pending in Lansing at the time. This legislation would have given community college instructors, by law, a tenure status. The compromise in this area was for all practical purposes tenure, but we chose to call it "continuing employment with dismissal for reasonable and just cause only." Second major problem in this Article had to do with conditions for initial hiring. Though the College felt it wanted to maintain this prerogative and to hire staff according to its own needs and its own standards, it did agree to establish a list of minimum qualifications for initial placement on the staff. A third major problem in this Article has to do with twelve month contracts. When the College began operations in 1965, it recruited a large number of faculty members to whom twelve month contracts were given. Faculty members hired subsequent to the Summer and Fall of 1965, were hired on a ten month contract basis. This resulted in some ill feelings on the part of faculty members who felt that there should not be this distinction. The College agreed with the bargaining team that all contracts would be for ten months. The College could, at its discretion issue additional contracts for two months.

According to the provisions of the labor contract ratified in 1966, there was no grievance or appeals procedure. One of the strong desires of the faculty at this time is the inclusion of a strong grievance



procedure culminating in binding arbitration. Legal counsel for the College had insisted for some time that such binding arbitration was not legal. However, when confronted with an article from The Arbitration News, No. 10, December, 1967, they changed their minds. According to this article the Attorney General's previous ruling was overturned. "School boards and other public agencies in Michigan may agree to arbitrate future disputes with employees in accordance with collective bargaining agreements, as a result of a decision by Circuit Judge Chester J. Burns."

Frank Kelly, State Attorney General, had said, "Boards of Education are without lawful authority to include in their master contracts with representatives of their employees a provision for compulsory arbitration." Over-ruling the Attorney General on this point, Judge Burns wrote, "This Court recognizes the differences between binding arbitration on any and all matters, which it would not approve and which is not the case here, and arbitration of matters within the voluntary contract, which is the case here."

The balance of the considerations in the collective bargaining process are not included here because they did not contain significant differences between faculty and administrative points of view.

The present status of negotiations is an impasse over the problem of faculty load. While I had hoped that negotiations would have been completed prior to this time, and I might have included in this paper the combination of negotiations in the form of a ratified contract,

there were a number of conditions which arose which made this impossible. Chief of these was the resignation of President Tirrell. This meant that the Faculty Association was given the option of looking to a future President who might be more responsive to their demands. This condition is coupled with the fact that there is no strong pressure on the Faculty Association to resolve the collective bargaining process prior to September 1.

### SOME CONCLUDING OBSERVATIONS

1. In my judgement the administration will not get a contract with its faculty if it adheres to its present position on faculty-load formula. The consequence of this might mean a strike, or it might mean the resolution of the problem through mediation. In case of the latter, it seems to me that the administration might stand to lose more than if it were to make some compromises of its own at the present time.

2. Certain actions on the part of college administrators have placed the bargaining team at a distinct disadvantage. Members of the Board of Trustees have consented to hear faculty arguments in private sessions. Certain administrative staff members have openly sided with the faculty position on working conditions. If the administrative point of view is not consistently maintained; or if the faculty gains an impression that it may secure its objectives outside the collective bargaining situation; efforts to bring about an agreement are seriously hampered.

In future negotiations it should be made clear that, whatever private opinions might be, once an administrative position is defined it shall be publicly maintained by all representatives of the administration.

3. The administration has agreed to incorporate into the College decision making process an academic senate. Many of the requests of the

faculty for inclusions in the labor contract were set aside and indentified as items to be handled by the senate.

The extent to which the College allows the senate to participate in the governance of the institution will in large measure determine the nature and climate of collective bargaining during the next year. If the senate provides a viable solution, so far as the faculty is concerned, the next round of negotiations could very well be limited to matters of faculty welfare. If the senate does not prove workable, the next round of negotiations will see a strong faculty thrust for an all-inclusive labor contract.

4. The problem in the community college today is perhaps not so much a problem of whether to unionize or not; whether to engage in collective bargaining or not; but rather, a seeking for an answer to the question of faculty involvement in decision making. Harry A. Marmion said recently, "An element common to all three of these segments of Higher Education - the junior colleges, the transitional normal schools, and church related colleges - (segments in which unionizing activities are taking place) - is the lack of a deeply rooted system for faculty participation in decision making concerning the educational functions of the institution."<sup>15</sup>

The community college in Michigan and throughout the country stands between two types of faculty participation. On the one hand are the K-12 systems wherein faculty members have little participation

---

<sup>15</sup> Harry A. Marmion, Unions in Higher Education, The Educational Record, Winter- 1968.

in the decision making process, and are subjected to a rather authoritarian kind of administrative hierarchy. At the other end of the spectrum are the four year colleges and universities, where faculties have traditionally had heavy involvement in all the affairs of the college and university. And between these two extremes is the community college faculty which is seeking to find its role in the governance of the institution to which it has committed itself. Because the community college movement is so new, I would guess that the process of the community college faculty finding its role will be a long and arduous one.

## BIBLIOGRAPHY

- American Association of School Administrators. School Administrators View Professional Negotiations Washington, D. D., 1966.
- Anderson, Arvid. The United States Experience in Collective Bargaining in Public Employment. The Practical Lawyer, November, 1967, page 13.
- Arbitration News. No. 10, December, 1967. New York, N.Y.
- Beale and Wickersham. The Practice of Collective Bargaining. Richard D. Erwin, Inc. Homewood, Illinois, 1967.
- Clarey, Jack R. Pitfalls of Collective Bargaining in Public Employment. Labor Law Journal, July, 1967, page 406.
- Goldner, Jack. Professional Workers and Unions. AFL-CIO American Federationist, March, 1968, pages 12-14.
- Heisel, W. D.; and Hallihan, J.D. Questions and Answers on Public Employee Negotiation, Public Personnel Association, Chicago.
- Lieberman and Moskow. Collective Negotiations for Teachers, Rand McNally & Co., Chicago, 1966
- Livingston, John C. Collective Bargaining and Professionalism in Higher Education; Educational Record, Winter, 1967, pages 79-88.
- Marmion, Harry A. Unions in Higher Education, The Educational Record, Winter, 1968.
- Michigan Association of Colleges & Universities, Collective Bargaining on the Campus - Two Views; Spring Meeting May, 1967.
- National Association of Manufacturers, When Management Negotiates, A Guidebook for Sound Collective Bargaining. New York, N.Y.

BIBLIOGRAPHY (continued)

Norris, Richard L. A Comprehensive Analysis of the Negotiated Master Contracts of Selected Community Colleges in Michigan. January, 1968.

Schmidt, Charles T. Jr.; Parker, Hyman, & Repas, Robert, A Guide to Collective Negotiations in Education, Social Science Research Bureau, Michigan State University, East Lansing, Michigan, 1967.

Saturday Review, The Teachers Union - Response to Academic Mass Production.

Stinnett, Kleinmann, Ware, Professional Negotiation in Public Education. New York: The McMillan Co., 1966.

## EXHIBIT I

## FACULTY LOAD

FALL 1967

	AUBURN HILLS	HIGHLAND LAKES	ORCHARD RIDGE	TOTAL FALL 1967
STUDENT CONTACT				
G.A.S.	9.15%	6.14%	5.14%	6.56%
S.A.S.	17.10%	12.04%	10.78%	12.88%
Tutoring	32.74%	38.49%	30.98%	34.79%
COURSE DEVELOPMENT & REVISION				
	6.55%	10.79%	28.68%	15.23%
STUDENT EVALUATION				
Objective Tests	2.77%	1.24%	2.64%	2.04%
Essay Tests	4.44%	5.10%	1.64%	3.88%
PREPARATION				
G.A.S.	11.12%	7.98%	5.94%	8.12%
S.A.S.	5.59%	4.43%	2.87%	4.24%
Wet lab-Dry lab	.44%	3.07%	.50%	1.65%
STUDENT LOAD	9.58%	6.60%	8.71%	7.97%
LIAISON	.52%	3.10%	1.01%	1.83%
OTHER		1.02%	1.11%	.81%
TOTAL	100.00%	100.00%	100.00%	100.00%



## FACULTY LOAD

WINTER 1968

	AUBURN HILLS	HIGHLAND LAKES	ORCHARD RIDGE	TOTAL WINTER 1968
STUDENT CONTACT				
G.A.S.	9.63%	6.70%	7.61%	7.69%
S.A.S.	14.34%	10.99%	13.15%	12.45%
Tutoring	29.79%	37.39%	30.16%	33.37%
COURSE DEVELOPMENT & REVISION	11.50%	12.89%	17.33%	13.88%
STUDENT EVALUATION				
Objective Tests	1.78%	.65%	3.30%	1.72%
Essay Tests	4.47%	4.71%	2.69%	4.05%
PREPARATION				
G.A.S.	12.79%	9.19%	9.40%	10.13%
S.A.S.	4.46%	4.39%	4.23%	4.36%
Wet lab-				
Dry lab	.39%	2.42%	.58%	1.37%
STUDENT LOAD	8.98%	5.90%	9.59%	7.75%
LIAISON	.84%	2.95%	1.96%	2.14%
OTHER	1.03%	1.82%		1.09%
TOTAL	100.00%	100.00%	100.00%	100.00%

AUBURN HILLS CAMPUS

TO: Don Helland  
 FROM: Vaughn Whited  
 SUBJECT: Faculty On-Campus Hours  
 DATE: March 28, 1968

Listed below are the On-Campus hours for the faculty, by Divisions:

Communications

Carolyn Black	19
Paula Barthel	25
John Chandler	23
Lorelie Cooley	25
Clarence Ferris	21
Frances Gunderson	25
John Kinkins	22
Nellie Kravitz	28
Marcia Last	19
Theo Scott	27
Alice Swiontek	27
Maria Wheelock	23

Life Science

* Kay Hilfinger	17
Richard Nuttall	21
Ray Wilson	25
Marion Gregory	26

Social Science

Samuel Claypoole	24
Jon Lundgren	24
Harold Richards	26
Lawrence Murphy	17
Robert Higgins	16
Jane Stagg	20
Harold Bremer	18
Edward Gallagher	20

Math, Phys. & Appl. Science

James Harris	25
Joel Cohen	22
Michael Stolnicki	18
Alma Smith	30
Tamar Susskind	33
Maurice Shiefelbein	25

Business

Diane Giddis	22
James Howe	27
Margaret Kustron	25
*J. P. Ryan	13
*Cass Gaska	14
Richard Veazey	28
Eugene Freeman	22
Gary Falkenberg	22
Michael Lantzy	24

L. R. C.

+Judith Murray	37-1/2
+Joseph Harman	37-1/2

High is - - - - 33 ~

Low is - - - - 16 ~

Mean is - - - - 23.7 ~

/gk

\* Part Time

+ Not included in Mean

RECEIVED

MAR 29 1968

DIRECTOR OF FINANCE

KEY

AV = Audiovisual  
AVC = Audiovisual Cord.  
AVT = Audiovisual Tech.  
Ct = Central  
2 = Two Campuses  
3 = Three Campuses  
EC = Each Campus  
FTE = Full Time Equiv.  
lcl. = Including  
NO = None  
\* = No Actual Schedule  
SAF = Same as Faculty

## SELECTED JUNIOR COLLEGE LIBRARY SURVEY - FALL, 1967

NUMBER OF PROFESS- IONAL LIBRARIANS, FULL TIME	NUMBER OF LIBRARIANS, PART TIME	APPROXIMATE STUDENT ENROLLMENT	HOURS PER WEEK LIBRARIANS WORK	LOAD FORMULA FOR LIBRARIANS (Per Week)	EVALUATION TOOL	SALARY SCHEDULE
6 lcl.AV	NO	21,000	37 1/2	NO	SAF	SAF
4 Ct + 3 EC	2 EC	12,000 FTE	37 1/2	NO	NO	SAF
6 lcl.AVC.	NO	5,200 day	40	NO	YES	SAF
5 + 1 AV	NO	11,000 FTE	30	NO	NO	SAF
2 (No AV)	NO	3,781 FTE	30	NO	YES	SAF
5 (No AV)	NO	6,700 FTE	40 (15% Adj)	NO	YES-Special	SAF (+15%)
11	3	15,500	37 1/2	22 Hrs REF	SAF	SAF
3 + 1 1/2 AV	2	800 FTE	35	NO	Narrative/Yrly	SAF
3 + 1 AVT 3 + 1 AVT	NO NO	1,172 FTE 1,173 FTE	37 1/2 37 1/2	NO-20 HrsREF NO	YES-Special YES-Special	SAF SAF
3 + 1 AV & 1AVT	NO	1,363 FTE	40	NO	YES-Special	SAF
3	NO	3,034	40	NO	NO	SAF
1 Ct + 2&1 AV	EC 2 EC	10,600	40	NO	NO	SAF
4 lcl.AV	NO	3,000 FTE	35	NO-8 HrsREF	NO	SAF*

COLLEGE OF SAN MATEO  
California . . . . .  
CUYAHOGA COMMUNITY COLLEGE-2  
Ohio . . . . .  
FOOTHILL COLLEGE  
California . . . . .  
HENRY FORD COMMUNITY COLLEGE  
Michigan . . . . .  
HIGHLAND PARK COLLEGE  
Michigan . . . . .  
MACOMB COUNTY COMMUNITY COLLEGE  
Michigan . . . . .  
MIAMI-DADE JUNIOR COLLEGE  
Florida (North Campus) . . . . .  
MONROE COUNTY COMMUNITY COLLEGE  
Michigan . . . . .  
OAKLAND COMMUNITY COLLEGE-3  
Michigan, Auburn Hills . . . . .  
Highland Lakes . . . . .  
Orchard Ridge . . . . .  
ROCK VALLEY  
Illinois . . . . .  
ST. LOUIS JUNIOR COLLEGE-2  
Missouri . . . . .  
SCHOOLCRAFT COLLEGE  
Michigan . . . . .

## KEY

AV	=	Audiovisual
AVC	=	Audiovisual Cord.
AVT	=	Audiovisual Tech.
Ct	=	Central
2	=	Two Campuses
3	=	Three Campuses
EC	=	Each Campus
FTE	=	Full Time Equiv.
lcl.	=	Including
NO	=	None
*	=	No Actual Schedule
SAF	=	Same as Faculty

## SELECTED JUNIOR COLLEGE LIBRARY SURVEY - FALL, 1967

	NUMBER OF PROFESSIONAL LIBRARIANS, FULL TIME	NUMBER OF LIBRARIANS, PART TIME	APPROXIMATE STUDENT ENROLLMENT	HOURS PER WEEK LIBRARIANS WORK	LOAD FORMULA FOR LIBRARIANS (Per Week)	EVALUATION TOOL	SALARY SCHEDULE
COLLEGE A. . . . .	6 lcl.AV	NO	21,000	37 1/2	NO	SAF	SAF
COLLEGE B. <sup>2</sup> . . . . .	4 Ct + 3 EC	2 EC	12,000 FTE	37 1/2	NO	NO	SAF
COLLEGE C. . . . .	6 lcl.AVC	NO	5,200 day	40	NO	YES	SAF
COLLEGE D. . . . .	5 + 1 AV	NO	11,000 FTE	30	NO	NO	SAF
COLLEGE E. . . . .	2 (NO AV)	NO	3,781 FTE	30	NO	YES	SAF
COLLEGE F. . . . .	5 (NO AV)	NO	6,700 FTE	40 (15% Adj)	NO	YES-Special	SAF (+15%)
COLLEGE G. . . . .	11	3	15,500	37 1/2	22 Hrs REF	SAF	SAF
COLLEGE H. . . . . OAKLAND COMMUNITY COLLEGE <sup>3</sup> Auburn Hills Campus... Highland Lakes Campus... Orchard Ridge Campus..	3 + 1 1/2 AV 3 + 1 AVT 3 + 1 AVT 3 + 1 AV & 1AVT	2 NO NO NO	800 FTE 1,172 FTE 1,173 FTE 1,363 FTE	35 37 1/2 37 1/2 40	NO NO-20 HrsREF NO NO	Narrative/Yrly YES-Special YES-Special YES-Special	SAF SAF SAF SAF
COLLEGE J. . . . .	3	NO	3,034	40	NO	NO	SAF
COLLEGE K. <sup>2</sup> . . . . .	1 Ct + 281 AV	2 EC	10,600	40	NO	NO	SAF
COLLEGE L. . . . .	4 lcl.AV	NO	3,000 FTE	35	NO-8 HrsREF	NO	SAF *

# SELECTED JUNIOR COLLEGE LIBRARY SURVEY - FALL, 1967

KEY	
AV	= Audiovisual
AVC	= Audiovisual Cord.
AVT	= Audiovisual Tech.
Ct	= Central
2	= Two Campuses
3	= Three Campuses
EC	= Each Campus
FTE	= Full Time Equiv.
lcl.	= Including
NO	= None
*	= No Actual Schedule
SAF	= Same as Faculty

NUMBER OF PROFESS- IONAL LIBRARIANS, FULL TIME	NUMBER OF LIBRARIANS, PART TIME	APPROXIMATE STUDENT ENROLLMENT	HOURS PER WEEK LIBRARIANS WORK	LOAD FORMULA FOR LIBRARIANS (Per Week)	EVALUATION TOOL	SALARY SCHEDULE
6 lcl.AV	NO	21,000	37 1/2	NO	SAF	SAF
4 Ct + 3 EC	2 EC	12,000 FTE	37 1/2	NO	NO	SAF
6 lcl.AVC	NO	5,200 day	40	NO	YES	SAF
5 + 1 AV	NO	11,000 FTE	30	NO	NO	SAF
2 (NO AV)	NO	3,781 FTE	30	NO	YES	SAF
5 (NO AV)	NO	6,700 FTE	40 (15% Adj)	NO	YES-Special	SAF (+15%)
11	3	15,500	37 1/2	22 Hrs REF	SAF	SAF
3 + 1 1/2 AV	2	800 FTE	35	NO	Narrative/Yrly	SAF
3 + 1 AVT 3 + 1 AVT 3 + 1 AV & 1AVT	NO NO NO	1,172 FTE 1,173 FTE 1,363 FTE	37 1/2 37 1/2 40	NO-20 HrsREF NO NO	YES-Special YES-Special YES-Special	SAF SAF SAF
3	NO	3,034	40	NO	NO	SAF
1 Ct + 241 AV	EC 2 EC	10,600	40	NO	NO	SAF
4 lcl.AV	NO	3,000 FTE	35	NO-8 HrsREF	NO	SAF*

Highland Lakes Campus  
WINTER SESSION, 1968 - LOAD SUMMARY

Division	Total Hours*			Contact Hours**			Course Development Hours***		
	High	Low	Ave	High	Low	Ave	High	Low	Ave
Business	37	21	30	31	18	24	8	0	2.4
Communications & Humanities	34	24	29	26	13	19	8	0	0.5
Health Science	38	27	32	24	12	17	4	0	2.5
Physical & Applied Sci.	38	27	32	24	0	19	36	0	7.5
Life Science	34	28	28	19	11	15	16	0	0.2

\* Total Hours: Course Development + Division Meeting + GAS + Lab + Sas + Office

\* Contact Hours: GAS + SAS + LAB

\* Course Development

### Highland Lakes Campus STAFF SUMMARY 1967-68

<u>Administration</u>	<u>Number</u>
Provost	1
Dean of Instruction	1
Dean of Students	1
Assistant Deans	2
Division Chairmen	6
Total	<u>11</u>

<u>Faculty (Teaching Staff, Counselors, and Librarians)</u>	<u>Percentage</u>
Professor	0 %
Associate Professor	15
Assistant Professor	28
Instructor	37
Associate Instructor	20
Total	<u>100 %</u>

### Years of Service at Oakland Community College (Total Staff)

One year	15	17 %
Two years	24	27
Three or more years	47	55
Total	<u>86</u>	<u>100 %</u>

## ANALYSIS OF FACULTY SALARIES

	NEW	OLD	<u>INCREASE</u>	
	<u>SCHEDULE</u>	<u>SCHEDULE</u>	<u>AMOUNT</u>	<u>PERCENT</u>
MEAN:				
Assoc. Instructor	\$ 9,348	\$ 6,704	\$2,644	39.44
Instructor	10,134	7,553	2,581	34.17
Asst. Professor	11,271	8,951	2,320	25.92
Professor	13,551	10,900	2,651	24.32
All	10,585	8,073	2,512	31.12
MEDIAN:				
Assoc. Instructor	9,523	6,800	2,723	40.04
Instructor	10,077	7,625	2,452	32.16
Asst. Professor	11,081	8,900	2,181	24.51
Professor	13,857	11,075	2,782	25.12
All	10,884	8,000	2,884	36.05
MODE:				
Assoc. Instructor	8,818	6,475	2,343	36.19
Instructor	9,331	7,250	2,081	28.70
Asst. Professor	11,081	8,900	2,181	24.51
Assoc. Professor	13,857	11,075	2,782	25.12
All	9,331	7,250	2,081	28.70



7120 4-YEAR INSTITUTION

EXHIBIT VII

7120 AVERAGE JUNIOR COLLEGE U.S.A.

7120 AVERAGE JUNIOR COLLEGE NON-SOUTH

7120 GROUP II NORTH CENTRAL (SMALL COLLEGE)

7120 GROUP III NORTH CENTRAL (LARGE COLLEGE)

7120 O.C.C.

7120

7120

7120

7120

7120

7120

7120

7120

7120

7120

7120

7120

7120 20560

7120 12451

7120 19003

7120 15773

7120 19724

# PAID BY STEEL:

22000  
20000  
18000  
16000  
14000  
12000  
10000  
8000  
6000  
4000  
2000  
0

7-STEPS @ 375 PER

8-STEPS @ 300 PER

12-STEPS @ 300 & 350 PER

13-STEPS @ 300 PER

4-STEPS @ 350 PER

10-STEPS @ 350 PER

(10 MONTHS) 200 PER

(12 MONTHS) 250 PER

4 1/2% INDEX 13-STEPS (6 STATIONARY LEVELS)

SEASONED MATERIAL  
CONTRACTING  
SURVEY

- A. O'NEILL & CO.
- B. MORGAN & CO.
- C. OOK COUNTY CO.
- D. HILLBURY HILLBURY CO.
- E. NEW YORK CITY CO.
- F. HARTMAN & CO.
- G. HARTMAN & CO.
- H. HARTMAN & CO.

# STATIONARY INDEX

9 8 7 6 5 4 3 2 1 0 9 8 7 6 5 4 3 2 1 0

STATIONARY INDEX 7-STEPS @ 400 PER

7-STEPS @ 400 PER

STATIONARY INDEX 5-STEPS @ 400 PER

5-STEPS @ 400 PER

STATIONARY INDEX 12-STEPS @ 500 PER

12-STEPS @ 500 PER

STATIONARY INDEX 10-STEPS @ 500 PER

10-STEPS @ 500 PER

STATIONARY INDEX 7-STEPS @ 550 PER

7-STEPS @ 550 PER

STATIONARY INDEX 11-STEPS @ 400 PER

11-STEPS @ 400 PER

STATIONARY INDEX 10 MONTHS 250 PER

10 MONTHS 250 PER

STATIONARY INDEX 12 MONTHS 300 PER

12 MONTHS 300 PER

STATIONARY INDEX 4-1/2% INDEX 18-STEPS (6 STATIONARY)

4-1/2% INDEX 18-STEPS (6 STATIONARY)

5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

3 STEPS @ \$100 PER

12 STEPS @ \$30 PER & 450 PER

18 STEPS @ \$50 PER

7 COPS 0500 PER

12 STUDS 0.450 PER

**Figure 1**

100 PAR

350 PER

## Abstract

412% INDEX  
13 STEPS-6 STATIONARY



May 9, 1968

## MEMORANDUM

TO: Mr. Donald E. Helland

FROM: Mrs. Mary Hargrave

RE: FRINGE BENEFITS  
(costs based on family coverage minus TIAA)  
and accidental death)

Coverage	College Contrib.	Employee Contrib.	Total
Blue Cross/Blue Shield	11.55	11.56	23.11
Long-Term Disability (based on \$6,000 income)	1.20	1.20	2.40
Dental	3.33	3.33	<del>6.66</del>
Major Medical	1.28	1.28	2.56
Life (10,000.00)	2.55	2.55	5.10
Short-Term Disability	<u>.60</u>	<u>.60</u>	<u>1.20</u>
Monthly Total	<u>20.51</u>	<u>20.52</u>	<u>41.03</u>
Annual Total	246.12	<del>286.28</del> <sup>4</sup>	492.36

ANNUAL COSTS BY  
EMPLOYEE CLASSIFICATION

Administrators (54)	13,290.48	13,296.96	26,587.44
Faculty (146)	35,933.52	35,951.04	71,884.56
Maintenance Op. (81)	19,935.72	19,945.44	39,881.16
Security (7)	1,722.84	1,723.68	3,446.52
Classified (189)	<u>46,516.68</u>	<u>46,539.36</u>	<u>93,056.04</u>
Totals	\$117,399.24	\$117,456.48	\$234,855.72

10.1

10.2

10.3

10.4

10.5

10.6

LABOR CONTRACT

Oakland Community College, also known as the Community College District of parts of the Counties of Oakland, Wash-tenaw, Livingston and Lapeer, Michigan, hereinafter referred to as the "College", and the Oakland Community College Faculty Association, hereinafter referred to as the "Association", on this twelfth day of May, 1966, enter into the following agreement:

ARTICLE I

RECOGNITION

The College recognizes the Association as the exclusive representative to the extent required by Act 379 of the Michigan Public Acts of 1965 for the purpose of collective bargaining for all teaching faculty, librarians, counselors and course coordinators with respect to hours, wages, terms and conditions of employment for the term of this agreement.

The following employees are excluded: division heads, administration personnel, all supervisors and executives.



## ARTICLE II

### CONDITIONS OF WORK

2-A. The appropriate campus deans and supervisors shall decide the maximum number of weekly hours for which full-time laboratory tutors will be assigned to the laboratories. Full-time laboratory tutors shall have no other assigned responsibilities.

2-B. All other responsibilities for remaining faculty members, such as preparation and presentation of general assembly sessions and the coordination of courses, shall serve as basis for the reduction in the number of assigned weekly hours in the laboratories. The amount of this reduction shall be determined by the campus deans and supervisors.

2-C. The normal work week for full-time faculty members shall be defined as a continuous period between the hours of 8:00 A.M. and 6:00 P.M., Monday through Friday, provided, however, the College reserves the right to assign a full-time faculty member to evening hours between 6:00 P.M. and 10:00 P.M. which will be limited to one night per week, if possible. This assignment, when combined with any assigned hours during the normal work day, shall be within a continuous eight hour period, if possible.

2-D. The College shall have the right to fix, alter or change all scheduling of faculty assignments. The normal work period shall be scheduled on a planned basis. The planned basis shall recognize a continuous period of time and be published and posted on a thirty (30) day advance schedule. Whenever possible a semester schedule will be structured.

2-E. Full-time College faculty members shall be given preferential treatment in obtaining teaching assignments in the area of their academic discipline as stated on their Individual Contracts which are in addition to their duties as full-time faculty members where each of the following conditions are met:

2-E-(1) Certain courses are offered by the College, and

2-E-(2) Full time faculty members from the College, as part of their normal teaching duties as full-time faculty members are not available to teach said courses, and

2-E-(3) A part-time faculty member from outside the College normally would be hired to teach said course.

### ARTICLE III

#### CONDITIONS OF EMPLOYMENT

3-A. The appropriate Course Coordinator in the academic discipline involved shall be requested by the College to evaluate

the qualifications and, except in cases where the distance exceeds 300 miles, interview prospective faculty members.

3-B. Any faculty member may request reassignment without prejudicial effect upon the conditions of his employment.

3-C. Individual Contracts shall contain the following information.

- 3-C-(1) Each Individual Contract will state the area or areas of academic discipline for which a faculty member is hired.
- 3-C-(2) Each Individual Contract of faculty members hired as Course Coordinators will state that the faculty member has been hired in this capacity.
- 3-C-(3) Each Individual Contract will state the academic rank of the faculty member.
- 3-C-(4) Each Individual Contract will designate the campus or campuses to which a faculty member will be assigned.

3-D. Duration of Individual Contracts shall be of ten (10) months or two (2) months.

- 3-D-(1) A ten (10) month contract shall commence on September 1st and terminate on August 31st of the following year. During said twelve (12) month period, a faculty member shall perform ten months of services for the College as follows:

- 3-D-(1)-(a) Eight months from September 1st to April 30th.

3-D-(1)-(b) Two months service shall be performed commencing either on May 1st or July 1st as may be agreed upon by individual faculty member and the College.

3-D-(2) A faculty member who is requested by the College to perform two additional months of service, and agrees to do so, shall receive a separate Individual Contract for that two month period.

3-E. In the event that a faculty member is offered an Individual Contract, the following procedure shall be utilized to determine who will be granted twelve month contracts.

3-E-(1) Full-time faculty members who have Individual Contracts for the school year 1965 -1966 for a twelve (12) month period and all other full-time faculty members who are identified through the mutual agreement of the Association and the College as being twelve (12) month faculty members shall receive a two (2) month contract for the period of July 1, 1966, to August 31, 1966, and a twelve month Individual Contract for the period September 1, 1966 to August 31, 1967. If such a faculty member's Individual Contract is renewed for the year 1967-1968, he shall be granted a twelve (12) month contract for the period, September 1, 1967 to August 31, 1968. Further, if such faculty member's Individual contract is renewed for the year 1968 - 1969, he shall be granted a twelve (12) month contract for the period September 1, 1968 to August 31, 1969.

3-E-(2) Full-time faculty members who have been recommended in a statement of intent for a twelve (12) month contract for the school year 1966 - 1967 and who have not previously held a twelve (12) month contract or are not encompassed within the provisions of Section 3-E-(1) shall

receive a two (2) month Individual Contract for the period July 1, 1966, to August 31, 1966, and a twelve (12) month Individual Contract for the period, September 1, 1966 to August 31, 1967.

3-E-(3) It shall cease to be mandatory for the College to grant twelve (12) month contracts under paragraph 3-E-(1) and 3-E-(2) with respect to a faculty member on a twelve month contract upon the earliest occurrence of any one of the following events:

3-E-(3)-(a) The faculty member refuses a twelve month contract for any year.

3-E-(3)-(b) The faculty member ceases to be a probationary faculty member.

3-E-(3)-(c) Upon the termination of this agreement.

3-E-(3)-(d) On August 31, 1967, with respect to faculty member encompassed under paragraph 3-E-(2).

3-E-(4) Twelve (12) month contracts which may be granted to faculty members who are not encompassed within the provisions of paragraph 3-E-(1) or 3-E-(2) or who have fallen within the provisions of paragraph 3-E-(3) shall be in the sole discretion of the College. The granting of said contract to a faculty member shall not be a guarantee of a twelve (12) month contract for a subsequent year nor shall it be mandatory for the College to grant same.

3-F. No faculty member may, without his consent, be required to teach outside the area of his academic discipline or disciplines as are stated in his Individual Contract of employment, except in cases of emergency which will not exceed two weeks duration.

3-G. Faculty members shall not be required to change college geographical locations without the issuance of a new Individual Contract except in case of emergency which will not exceed the equivalent of one full session.

3-H. Salaries of faculty members on ten (10) month contracts may be paid over either a ten (10) or twelve (12) month period, at the option of the faculty member, provided that the faculty member files a written request with the College prior to the commencement of his Individual Contract period.

3-I. If no Individual Contract is offered to a faculty member by May 1st, his employment shall be considered terminated at the end of his current Individual Contract period and he shall be notified in writing of said fact by May 1st.

#### ARTICLE IV

##### VACATIONS

4-A. All faculty members who are on twelve (12) month Individual Contracts will accrue vacation at the rate of two (2) working days per each full month worked, to a maximum of twenty-two (22) days in any one individual contract period.

4-B. The scheduling of vacation days shall be at such times as are agreeable to the faculty member and his immediate administrative supervisor and shall be scheduled and taken within the faculty member's individual contract period.

4-C. Faculty members, who have accumulated vacation days prior to the date of this agreement under existing Individual Contracts, shall schedule the taking of such vacation days at such times as are agreeable to the faculty member and his immediate administrative supervisor provided, however, that such vacations shall be taken prior to January 1, 1967. For purposes of determining accumulated vacation days, under this paragraph 4-C, if a faculty member was unable to take a vacation during a continuous one year contract period due to his work at the College, his vacation days shall accrue at the rate of two (2) working days per each full month worked, to a maximum of twenty-four (24) days in any one individual contract period.

4-D. In the event that a faculty member's employment is terminated, such faculty member shall receive compensation in cash at his contractual salary rate for any accumulated and unused vacation days.

## ARTICLE V

### EVALUATION

5-A. Faculty performance evaluation shall be a normal part of the instructional process. In all cases the immediate supervisors shall be the initial and primary source of such ratings.

5-B. Members of the faculty who have dual positions shall be evaluated separately by the appropriate immediate supervisors. Each evaluation shall be weighted in direct proportion to the amount of time assigned to the faculty positions involved.

5-C. The faculty shall receive copies of all performance evaluations which become a part of their personnel files. Any additional evaluation materials related to a faculty member's performance at the College which becomes a part of his personnel file shall be made available to him for his personal inspection.

5-D. Additional criteria shall be established for future evaluations which will involve additional study and consultation with members of the faculty. These standards shall be available to the faculty September 1, 1966, and at the commencement of each subsequent contract period.

## ARTICLE VI

### SALARIES

6-A. The attached, Schedule A, sets forth the salaries for full-time faculty members on a ten (10) month contract.

6-B. Except as is set forth in paragraphs 6-C and 6-D, the following procedure shall be utilized for converting a full-time faculty member's present salary to a salary on Schedule A.

6-B-(1) A full time faculty member's current ten (10) month salary shall be placed on the salary ranges set forth in Schedule B.

6-B-(2) If a faculty member's current salary falls between the steps which are set forth in Schedule B, he shall be advanced to the next step.

6-B-(3) Each faculty member shall then be transferred



from the step on which he is placed on Schedule B to the same step on Schedule A.

6-B-(4) Each faculty member then shall receive one increment on Schedule A.

6-B-(5) In the event that a full-time faculty member's salary on Schedule A is less than his ten (10) month salary, as set forth on his statement of intent for the school year of 1966-1967, he shall receive as a salary the amount set forth in said statement of intent.

6-B-(6) In the event that a faculty member's salary under paragraph 6-B-(5) falls between steps which are set forth on Schedule A, he shall be advanced to the next step.

6-C. In the event that a full-time faculty member has received in his statement of intent for the school year 1966-1967 a promotion in rank, the following procedure shall be utilized:

6-C-(1) He shall be placed on the salary ranges on Schedule B in the rank to which he has been promoted and for the salary set forth on his statement of intent.

6-C-(2) If a faculty member, after the application of the formula set forth in paragraph 6-C-(1), falls between steps, he shall be advanced to the next step on Schedule B.

6-C-(3) The faculty member shall be transferred from

the step on which he is placed on Schedule B to the same step on Schedule A.

6-C-(4) In the event that a full-time faculty member's salary on Schedule A is less than his ten (10) month salary as set forth on his statement of intent for the school year of 1966-1967, he shall receive as a salary the amount set forth in said statement of intent.

6-C-(5) In the event that a faculty member's salary under paragraph 6-C-(4) falls between steps which are set forth on Schedule A, he shall be advanced to the next step.

6-D. The following procedure shall be utilized for converting Associate Instructors who were employed by the College as of October 1, 1965, to a salary on Schedule A.

6-D-(1) Said faculty members shall receive as a ten (10) month salary for the school year 1966 - 1967 under Schedule A an amount which is the greater of:

6-D-(1)-(a) \$5,825.00 (step 2)

6-D-(1)-(b) The amount set forth in his statement of intent for the school year of 1966 - 1967, computed on the basis of a ten (10) month contract.

6-D-(2) In the event that a faculty member, after the

application of the formula set forth in paragraph 6-D-(1), falls between steps, he shall be advanced to the next step on Schedule A.

6-E. Upon receipt of a Master's degree in his field or fields of discipline and competency, as they appear on his individual contract, an Associate Instructor shall be promoted to the rank of Instructor. Such promotion shall take place on the first day of the next succeeding month of his individual contract period after receipt of said degree or certification that the degree will be conferred and documentation of same. In the event that his salary as an Associate Instructor is greater than the minimum salary of an Instructor, said employee shall receive a salary of an Instructor which is at least equal to the salary he was receiving as an Associate Instructor.

6-F. The following procedure shall be utilized in determining a full-time faculty member's salary for the period July 1, 1966, to August 31, 1966, in the event he is granted an individual contract for that period. He shall receive as a salary for said period of time an amount which is the greater of:

6-F-(1) His current salary computed on a two (2) month basis, or

6-F-(2) The amount set forth in his statement of intent for the school year of 1966-1967, computed on the basis of a two (2) month contract.

## ARTICLE VII

### FACULTY REPRESENTATION

7-A. The term "faculty representative" shall be applied only to teaching faculty, course coordinators, counselors and librarians, excluding division heads, elected by the faculty to serve as their representatives.

7-B. As a normal part of the evaluation of the College program, the faculty shall be the primary source of recommendation(s) for curricula.

## ARTICLE VIII

### DISCHARGE

8-A. In the event that an employee is discharged during a term or period for which he is under contract to the College, at said employee's request, made within ten (10) days of discharge, said action may be reviewed by a standing committee of three members of the faculty from the campus or Administrative Center at which said action was taken. Any faculty member who is not notified in writing prior to May 1st that his Individual Contract will not be renewed, shall be considered as discharged for purposes of this paragraph.

## ARTICLE IX

### CONTINUING LIAISON COMMITTEES

9-A. The purpose and intent of establishing the Continuing

Liaison Committees under this section is to provide a method to insure full discussion and consideration of the issues after a full disclosure of the relevant facts.

9-B. Should any differences, disputes or complaints arise over the interpretation or application of the contents of this agreement, or with respect to the terms and conditions of employment of employees who are covered by the terms and provisions of this agreement, there shall be an earnest effort on the part of both the Association and the College to settle the same promptly through discussions between continuing liaison committees which shall be established by both the College and the Association respectively.

9-C. Such committees shall be comprised of three (3) representatives of the Association and three (3) representatives of the College.

9-D. If the matter is not resolved by the respective liaison committees, the pertinent facts of the issue under consideration shall be reduced to writing and submitted to the President of the College for his review.

## ARTICLE X

### TERM OF CONTRACT

10-A. This Agreement shall become of full force and effect

on September 1, 1966, and shall continue without amendment or modification of Article VI, Schedule A, or section 3-E until August 31, 1969. With respect to all other matters contained in this Agreement, the Agreement shall continue without amendment or modification of any kind until August 31, 1968.

10-B. At any time after either March 1, 1969, with respect to Article VI, Schedule A, or section 3-E, or March 1, 1968, with respect to the terms and conditions of employment, either party hereto desiring to negotiate any changes, additions or modifications with respect to said items shall notify the other party in writing to that effect. The respective bargaining committees of each party to this agreement will meet thereafter at such mutually convenient times for said purpose.

#### ARTICLE XI

##### SEPARABILITY AND SAVINGS CLAUSES

11-A. If any provisions of this Agreement or any schedule attached hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision or schedule should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any schedule thereto, or the application of such provisions or schedule to persons or

circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

11-B. In the event that any provision or schedule is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Association and/or College for the purpose of arriving at a mutually satisfactory replacement for such provision or schedule during the period of invalidity or restraint.

IN WITNESS WHEREOF, the parties hereto have hereunto set  
their hands the day and year above written.

OAKLAND COMMUNITY COLLEGE  
FACULTY ASSOCIATION

Gerald E. Faye  
Gerald E. Faye

Terrence A. Tollefson  
Terrence A. Tollefson

Maria-Eugenia Hedges  
Maria-Eugenia Hedges

Gary W. Falkenberg  
Gary W. Falkenberg

Daniel A. Greenberg  
Daniel A. Greenberg

Merle H. Smith  
Merle H. Smith

OAKLAND COMMUNITY COLLEGE

Robert C. Froelich  
Robert C. Froelich  
Chairman of College  
Bargaining Committee

John E. Tirrell  
John E. Tirrell  
President

George Mosher  
George Mosher, Chairman  
Board of Trustees

Lila R. Johnson  
Lila R. Johnson, Secretary  
Board of Trustees



SCHEDULE A

SALARIES

RANKS

<u>STEP #:</u>	<u>ASSOCIATE INSTRUCTOR</u>	<u>INSTRUCTOR</u>	<u>ASSISTANT PROFESSOR</u>	<u>ASSOCIATE PROFESSOR</u>	<u>FULL PROFESSOR</u>
1.	\$ 5500	\$ 6500	\$ 8000	\$ 9500	\$ 11500
2.	5825	6875	8450	10025	12125
3.	6150	7250	8900	10550	12750
4.	6475	7625	9350	11075	13375
5.	6800	8000	9800	11600	14000
6.		8375	10250	12125	14625
7.		8750	10700	12650	15250
INCREMENT	325	375	450	525	625

Twenty percent (20%) shall be added to the above salaries for full-time faculty members who are granted twelve (12) month contracts.

It is intended that where meritorious performance has been outstanding, the faculty member may be granted additional salary not to exceed two normal increments beyond the maximum of his rank except for the rank of professor.

SCHEDULE B  
CONVERSION TABLE

RANKS

<u>STEP #:</u>	<u>ASSOCIATE INSTRUCTOR</u>	<u>INSTRUCTOR</u>	<u>ASSISTANT PROFESSOR</u>	<u>ASSOCIATE PROFESSOR</u>	<u>FULL PROFESSOR</u>
1.	\$ 5000	\$ 6500	\$ 8000	\$ 9500	\$ 11500
2.	5250	6800	8350	9900	12000
3.	5500	7100	8700	10300	12500
4.	5750	7400	9050	10700	13000
5.	6000	7700	9400	11100	13500
6.	6250	8000	9750	11500	14000
7.	6500	8300	10100	11900	14500
8.	6750	8600	10450	12300	15000

This Schedule B shall be used solely to convert a faculty member's current salary for the school year 1965-1966 to salary Schedule A in accordance with the provisions of paragraph 6-B and 6-C.

A COMPREHENSIVE ANALYSIS OF THE  
NEGOTIATED MASTER CONTRACTS OF SELECTED  
COMMUNITY COLLEGES IN MICHIGAN

Prepared by  
Richard L. Norris

for the  
Office of Community College Cooperation  
5 Kellogg Center  
Michigan State University  
East Lansing, Michigan

January 1968

## INTRODUCTION

On December 5, 1967 the Office of Community College Cooperation sent letters to the twenty-four operating public community college districts in Michigan requesting a copy of their negotiated "Master Contract" for 1967-68 for the purpose of conducting a study of those contracts. In response to this request, twelve Master Contracts were received by this Office between December 7, 1967 and December 27, 1967. The following study is a comprehensive analysis of the twelve contracts received.

The purpose of this study was to make available to interested parties the types of items found in negotiated contracts in public community colleges in Michigan for the academic year 1967-68 and to determine the frequency with which these items appear. It was not the intent of this study to evaluate the items found in the contracts nor to evaluate the contracts themselves.

An article appearing in the December, 1967 NEA Research Bulletin classified 1,540 negotiated agreements into five basic categories: (a) agreements that do not recognize organizations for negotiation purposes and utilize some other type of procedure, (b) agreements that provide only for recognition of an organization as representing

the teachers or professional staff or other designated group of employees, (c) agreements that contain recognition and negotiation procedures, (d) agreements that contain impasse resolution procedures, and (e) agreements that contain, in addition to the recognition and negotiation procedures, one or more such features as salary schedule, leave policies, and other negotiated items related to personnel and conditions of employment often found in personnel handbooks or school system policies.<sup>1</sup> Each of the twelve Master Contracts received by this Office fell within the last category mentioned above and may properly be classified as comprehensive or substantive agreements according to the above designations.

Wherever possible, the thirty-two items included in this study have been subdivided to provide a more complete analysis, and in some cases, representative statements drawn from the contracts have been included for purposes of clarification. Caution has been taken to guard against the possibility of identifying any institution which participated in this study.

---

<sup>1</sup>National Education Association, "Types of Negotiated Agreements". NEA Research Bulletin, (Washington, D. C.: Research Division of the National Education Association), Volume 45, Number 4, December, 1967, pp. 102-103.

ITEM

- 1 Statement giving recognition of a faculty organization as bargaining agent for the faculty. N = 12

12 Yes ; 0 No

- 2 Statement defining membership of bargaining unit. N = 12

10 Yes ; 2 No

While only two of the twelve master contracts examined did not define the membership of the bargaining unit, there was a great deal of diversity among the remaining ten contracts in the degree to which they indicated those included in the bargaining unit or those excluded from membership as may be seen in the following table.

Employee Classification	Represented by Bargaining Unit (No. of Contracts)	Not Represented by Bargaining Unit (No. of Contracts)
Full-time Teachers	10	0
Part-time Teachers	4	2
Librarians	6	1
Counselors	7	0
Coordinators	4	2
Research Assistants	1	0
Administrators	0	8
Deans	0	5
Directors	0	3
Department Heads	0	3
Division Heads	0	3
Supervisory Personnel	0	6
Non-professional Employees	0	4
Head Librarian	0	3
Department Aides	1	0
Lead Teachers	1	0

ITEM

- 3 Exclusive bargaining rights granted to faculty organization.  
N = 12

12 Yes ; 0 No

Seven were non affiliated faculty associations.

Two were faculty associations affiliated with MAHE.

Three were faculty associations affiliated with MFT-AFT.

- 4 Tenure or continuing contract granted in master contract.  
N = 12

11 Yes ; 1 No

One specified "permanent status" contract.

Six specified continuing contract.

Four specified the provisions of the Michigan Tenure Law would be observed.

- 5 Probationary period for new faculty specified in contract.  
N = 12

11 Yes ; 1 No

Seven specified 2 years probation with a third year optional.

Three specified 3 years of probation.

One specified 3 years of probation with a fourth year optional.

- 6 Provision for reduction of staff. N = 12

5 Yes ; 7 No

Five specified inverse order of seniority.

One also specified academic qualifications.

ITEM

- 7 Basis for salary increases specified in master contract.  
N = 12

11 Yes ; 1 No

Eleven contracts granted automatic salary increases.

Four contracts also made provision for additional salary increases based on merit.

Eleven contracts made provision for salary increases based on additional academic preparation.

One contract contained no salary information.

- 8 Years of experience allowed for initial placement on salary schedule. N = 12

4 Yes ; 8 No

One contract allowed 4 years of previous experience.

Three contracts allowed 6 years of previous experience.

Eight contracts did not specify how initial placement on salary schedule would be determined.

- 9 Guidelines for formal grievance machinery included in master contract. N = 12

11 Yes ; 1 No

Grievance procedures were very detailed in all contracts containing this item.

- 10 Staff work load defined in master contract. N = 12

10 Yes ; 2 No

While ten of the twelve master contracts did define the staff work load, there was a great deal of diversity among these definitions as may be seen in the following table.



Staff Position	College									
	0	1	2	3	4	5	6	7	8	9
Counselors	40 hrs. wk.				35 hrs. wk.	37.5 hrs. wk.				
Librarians	40 hrs. wk.				35 hrs. wk.					
Research Assistants	40 hrs. wk.									
Teachers	14-16 s.h.	16 s.h.	14- 16 s.h.	15 s.h.	15 s.h.	16 s.h.	12- 17 s.h.	12- 16 c.h.	14- 16 c.h.	14- 16 e.h.
English Composition	equa- ted at 1.33 s.h.	12 c.h.	12 s.h.		12					12 equa- ted s.h.
Voc.-Tech.								15- 18 c.h.		18 equa- ted s.h.
Machine Shop Auto Shop								20 c.h.		
Lab-Lecture Lecture- Activity									15- 18 c.h.	8 to 1 ratio
Nursing Division										18 equa- ted s.h.

s.h. = semester hours

c.h. = contact hours

e.h. = equated hours

hrs. wk. = clock hours per week

ITEM

- 11 Contract clause pertaining to determination of class size.  
N = 12

7 Yes ; 5 No

One contract defined the maximum lecture class size as 32 students, and the maximum English composition class size as 29 students.

One contract defined the maximum class size as 35 students per section.

Five contracts specifically left the determination of class size to the college administration.

- 12 Contract clause defining the teacher's work week. N = 12

2 Yes ; 10 No

One contract defined the work week as 25 hours per week.

One contract defined the work week as a continuous eight-hour period between 8:00 a.m. and 6:00 p.m. Monday through Friday with the option of an assignment from 6:00 p.m. to 10:00 p.m. one night per week.

- 13 Provisions governing overload pay. N = 12

9 Yes ; 3 No

See item 22 for information relating to this item.

- 14 Additional remuneration specified for extra-curricular activities. N = 12

4 Yes ; 8 No

One contract specified that additional remuneration would be given for extra-curricular activities but did not specify the activities.

ITEM

15 Teacher's work defined in contract. N = 12

7 Yes ; 5 No

Typical statements defining the teacher's work day were: No assignment in excess of **six** consecutive hours; A teacher's classes shall not begin more than seven hours apart nor exceed eight consecutive hours; and No teacher shall be assigned a class before 10 a.m. following a class assignment after 6 p.m. without prior agreement of the teacher involved.

16 Preferred educational preparation of teachers specified in contract. N = 12

5 Yes ; 7 No

One contract specified a minimum of a BS/BA or its equivalent.

Four contracts specified a minimum of a MS/MA or its equivalent.

17 Procedure by which the composition of committees would be determined. N = 12

2 Yes ; 10 No

Two contracts named permanent committees and specified their functions and the manner in which committee members would be selected.

ITEM

18 Detailed procedure for dismissal of faculty included in master contract.. N = 12

4 Yes ; 8 No

Six of the eight contracts without detailed dismissal procedures did include some general statement on dismissal procedure as follows:

Four contracts stated that dismissal procedures would follow the State of Michigan Tenure Law.

One contract stipulated that a local board of appeals would be established to hear cases appealed by dismissed tenure teachers.

One contract contained the statement that persons attaining a continuing contract would have their services terminated only for just cause or retirement.

19 Number of weeks college is in session stated as part of master contract. N = 12

10 Yes ; 2 No

Seven colleges made the college calendar a part of the master contract.

Three contracts contained clauses specifying the number of days or weeks that the college would be in session.

The number of weeks that the ten colleges are in session, exclusive of summer session, according to the master contracts is as follows:

1 35 weeks

5 36 weeks

1 37 weeks

1 38 weeks

2 40 weeks

ITEM

20 Length of college week specified in master contract. N = 12

5 Yes ; 7 No

All five of the contracts specifying days of the week that the college would be in operation stipulated the days Monday through Friday.

21 Rate of pay for summer teaching included as part of the master contract. N = 12

7 Yes ; 5 No

Each of the seven contracts computed the rate of pay for summer teaching differently as follows:

- 1 \$193.00 per contact hour
- 1 \$200.00 per credit hour
- 1 \$175.00 per contact hour
- 1 \$75.00 per credit hour plus \$5.50 per contact hour.
- 1 1/60 of the monthly contractual salary of the previous year per contact hour
- 1 1/6 of the ten month pay of the instructor.
- 1 1/30 of the current fiscal year contract salary per equated credit hour

ITEM  
22 Rate of pay for extra contractual teaching included as part  
of the master contract. N = 12

10 Yes ; 2 No

Each of the ten contracts which included this clause made different provisions for computing extra contractual pay including one which offered two methods, the teacher to receive the greater amount. The following is a summary of the eleven methods offered in the ten contracts:

- 1 1/45 of the current salary per equated credit hour
- 1 From 4% to 12% of the current salary depending upon the assignment.
- 1 1/50 of the basic annual salary per credit hour
- 1 From \$167 to \$316 depending upon the instructors rank and years of service
- 1 1/70 the monthly contract salary per credit hour
- 1 From \$150 to \$1,000 depending upon the assignment
- 1 From \$10 to \$1,000 depending upon the assignment
- 1 \$10 per contact hour
- 1 1/34 of the basic contractual salary for each point above 34 points per year determined on the following basis:

One point for each contact hour except that .8 points shall be counted for each contact hour in Physical Education and Typing

One point for each preparation above one per semester

One point for each English composition above two per semester

ITEM

- 22
- 1 From 8% to 21% of the AB/BS base salary depending upon the assignment and the number of years which an individual holds that assignment.
  - 1  $\$75 \times \text{number of semester hours} + .00073 \times \text{contractual salary} \times \text{number of contact hours}$

- 23 Separate facilities to be provided exclusively for teachers as a part of the master contract. N = 12

8 Yes ; 4 No

The facilities and the frequency that they were specified in the eight contracts are given below.

- 8 Faculty parking
- 4 Office space and equipment
- 4 Secretarial assistance
- 4 Faculty lounge
- 2 Faculty toilets
- 2 Faculty lavatory facilities
- 2 Faculty telephones
- 1 Faculty lunchroom
- 1 Faculty library reading room
- 1 Faculty first aid facilities

- 24 Fringe benefits provided to teachers by the college as a part of the master contract. N = 12

Because of the great variety of fringe benefits provided to faculties in the twelve contracts examined, this item has been divided into two sections. 24-A deals with the frequency with which various leaves of absences occur and their duration. 24-B deals with the various collateral benefits and the degree of faculty and college participation.

ITEM  
24-A Leaves of absences included as part of the master contract.  
N = 12

11 Yes ; 1 No

The following are the various leaves of absences and the frequencies with which they were found in the eleven contracts.

Four contracts granted leave for conferences and professional meetings.

- 1 Eight days leave annually
- 2 Number of days leave not specified.
- 1 One day per year

Eleven contracts made provision for sick leave.

- 2 One day's leave for each month of employment with unlimited accumulation
- 1 Number of days not specified
- 1 15 days annually, cumulative to 180 days
- 1 One day's leave for each month of employment non cumulative
- 1 14 days annually, cumulative to 90 days
- 1 Ten days annually, cumulative to 190 days
- 1 Ten days annually, cumulative to 102 days
- 1 Ten days annually, cumulative to 100 days
- 1 Ten days annually, cumulative to 180 days
- 1 Ten days annually, unlimited accumulation



ITEM  
24-A

Ten contracts made provision for bereavement leave.

- 3 Five days annually
- 2 Three days at any one time for death in the immediate family
- 1 Three days maximum
- 1 "Number deemed necessary by appropriate Dean"
- 1 Three days annually with extension of three additional days
- 1 One day at any one time for death of relative not a member of the immediate family
- 1 Four days per absence for a relative; two for a friend.

Eight contracts made provision for public service leave.

- 6 Specifically mentioned jury duty with no limit on the number of days and normal salary assured
- 1 Specifically mentioned jury duty with no limit on the number of days and normal salary assured for 30 days
- 2 Set no maximum limit for other public service leave
- 3 Set a one year limit for public service leave with an extension granted for the second year
- 1 Set a one year limit for public service leave with extension for an unspecified period of time after three years service to the college

ITEM  
24-A

Ten contracts made provision for sabbatical leave.

- 1 One year leave with the following provisions:
  - Three years of service 50% of salary
  - Four years service 66% of salary
  - Five years service 83% of salary
  - Six years service 100% of salary
- 1 One year leave at  $\frac{1}{2}$  pay or  $\frac{1}{2}$  year at full pay after seven years service
- 1 Two semesters maximum leave after ten years service with  $\frac{1}{2}$  pay for two semesters or full pay for one semester
- 1 One year maximum leave at  $\frac{1}{2}$  of the previous years pay
- 2 One year maximum after seven years service with  $\frac{1}{2}$  pay
- 1 One year maximum leave with no pay
- 1 One semester leave at  $\frac{1}{2}$  pay
- 1 No maximum length of leave specified at  $\frac{1}{2}$  pay
- 1 Two semesters leave at  $\frac{1}{2}$  pay or one semester's leave at full pay after six years service

Eight contracts contained provisions for leaves for exchange teaching.

- 5 Provided one year leave
- 1 Provided one year plus a one year extension
- 1 Provided a one year maximum with pay
- 1 No maximum leave specified with regular salary status granted upon return.

ITEM  
24-A

Nine contracts made provision for advanced study leave.

- 4 Provided one year maximum leave
- 1 Provided one year plus a one year extension
- 2 Provided a one year maximum leave after three years service
- 1 Provided a one year leave with unspecified renewal privileges

Two contracts provided leaves for foreign country or military school teaching.

- 2 Provided for one year leave with a renewal option for the second year

Two contracts provided leaves for participation in National Defense Graduate Fellowship programs.

- 2 Provided up to three years leave

One contract made provision for emergency leave.

- 1 Granted a maximum of three days annually

Eight contracts made provision for personal business leave.

- 3 Granted five days per year
- 3 Stated that "Reasonable leave may be permitted," the number of days were not specified
- 1 Provided one day annually
- 1 Provided  $\frac{1}{2}$  day per contractual month

ITEM  
24-A

Five contracts granted extended health leave.

- 3 Specified no limit to the leave with annual renewal and no pay
- 1 Granted a one year maximum leave after three years service with no pay
- 1 Granted a one year maximum leave with two one-year extensions and no pay

Ten contracts made provision for maternity leave.

- 4 Provided for a three year maximum leave
- 3 Provided a one year maximum leave
- 1 Granted 18 months maximum leave
- 1 Granted a one year leave with provision for a one year extension
- 1 Granted maternity leave but did not specify the length of time granted
- 1 Contained a separate clause granting a one year maximum leave for adoption

Ten contracts contained a provision for military leave.

- 1 Provided a one year maximum leave
- 9 Did not specify a maximum length of time for military leave but did specify that the person must seek re-employment at the college within 90 days of discharge

Five contracts contained a clause granting leave for care of ill members of the immediate family.

- 3 Set no maximum limit on length of the leave
- 1 Provided 4 days leave annually
- 1 Provided 3 days leave annually



ITEM  
24-A

Five contracts granted leave for service in professional organizations.

- 1 Granted a one year leave plus a one year extension
- 1 Granted a one year leave with provision for annual renewals
- 1 Made provision for this leave with no maximum limit on time specified
- 2 Granted a one year maximum leave for this purpose

One contract granted leave for visitation or participation in other educational programs.

- 1 Specified 2 days leave annually for this purpose without loss of pay

One contract contained a clause granting act of God absence.

- 1 Provided one day annually without loss of pay

Two contracts contained a clause making provision for involuntary leave.

- 2 Neither of the two contracts specified a maximum time for this leave.

24-B Collateral benefits specified as part of the master contract.  
N = 12

10 Yes ; 2 No

The following are the various collateral benefits and the frequencies with which they were found in the ten contracts.

ITEM  
24-B

One contract granted hospitalization insurance without specifying the type of coverage or the insurance company.

- 1 The college to pay the premium for the faculty member only

One contract granted surgical insurance without specifying the type of coverage or the insurance company.

- 1 The college to pay the premium for the faculty member only

One contract granted medical insurance without specifying the type of coverage or the insurance company.

- 1 The college to pay the premium for the faculty member only

Eight contracts provided Michigan Blue Cross-Blue Shield High Benefit M-75 insurance coverage for faculty members.

- 2 College to pay the full premium for faculty member
- 1 College to pay the full premium up to \$150 for faculty member and dependents
- 1 College to pay full premium for faculty member plus \$6.10 per month for dependents
- 1 The amount of the premium to be paid by the college not specified
- 1 College to pay up to \$15 per month on the premium
- 2 College to pay the full premium for faculty member and dependents

ITEM  
24-B

Six contracts made provision for payroll deductions of the following types with the accompanying frequencies:

- 4 Deductions for faculty council or faculty senate dues
- 2 Deductions for credit union
- 2 Deductions for savings bonds
- 2 Deductions for United Community Fund contributions
- 3 Deductions for MEA dues
- 2 Deductions for insurance premiums
- 3 Deductions for tax sheltered annuity program
- 2 Deductions for NEA dues
- 1 Deductions for Michigan Public Schools Retirement Fund
- 1 Deductions for social security

Two contracts made provision for free tuition to the college for faculty.

- 1 Also provided free tuition for spouses of faculty members and a 50% reduction in tuition and fees for children of faculty members
- 1 Also provided a 50% reduction in tuition and fees for spouses of faculty members

Two contracts provided travel insurance for faculty members.

- 1 No amount of coverage specified
- 1 \$50,000 in coverage specified



ITEM  
24-B

One contract provided wage insurance for faculty members at the rate of 60% of the faculty member's salary.

Seven contracts provided life insurance for faculty members.

- 1 Provided insurance at the face value of  $\frac{1}{2}$  of the employee's annual salary
- 2 Made provision for the college to pay the full premium with the amount of coverage not specified in the contract. One also granted faculty the option to purchase additional life insurance under the same plan and at the same rate which the college paid
- 1 Provided \$7,500 coverage with the full premium paid by the college
- 1 Provided \$5,000 coverage with the employee to contribute \$5.00 per month to the premium
- 1 Provided \$4,000 to \$26,000 coverage with the full premium being paid by the college
- 1 Provided \$1,000 to \$2,000 coverage with the full premium being paid by the college

One contract made provision for a college retirement program, the terms of which were not specified in the contract.

Two contracts contained a tax sheltered annuity plan.

- 1 The terms of the plan were not specified
- 1 The college to match up to 5% of the teacher's salary

ITEM  
24-B

One contract made provision for a group insurance plan without specifying the type of coverage, the college to pay the total premium for faculty members plus  $\frac{1}{2}$  the premium for dependents.

Three contracts made provision for severance pay.

- 1 Granted \$800 after ten years plus \$10 for each additional month's employment up to a maximum of \$2,000
- 1 Granted  $1\frac{1}{2}$  day's pay for each year of service
- 1 Granted 1 day's pay for each year of service

Three contracts contained a clause stating that the college would provide workman's compensation insurance.

Two contracts provided accidental death and dismemberment insurance for faculty members.

- 2 Provided that full premiums would be paid by the college

Three contracts provided long term disability insurance.

- 1 Provided that after accumulated sick leave was used up the teacher would receive weekly benefits up to \$140 for the first 52 weeks and  $\frac{1}{2}$  that amount for the next 52 weeks if totally disabled; the full amount of the premium to be paid by the college
- 1 Provided from \$100 to \$650 per month for an unspecified time with the college to pay the full premium
- 1 College to pay full premium of such insurance with benefits not specified

ITEM

24-B

One contract simply stated that faculty members would be entitled to all fringe benefits as set forth in the Board Manual without specifying what these benefits were.

25 Terms of retirement stipulated in master contract. N = 12

7 Yes ; 5 No

- 2 Set the retirement age at 65 years with provision for part-time employment of those 65 and over
- 1 Set retirement age at 65 years with provision for a one-year extension
- 2 Set retirement age at 65 years with the provision that the person may be invited by the President to continue employment
- 1 Set retirement age at 66 years with the provision that the Board could retain teachers 65 and over on an annual basis
- 1 Set retirement age at 65 years with the provision that the Board could retain teachers 65 and over on an annual basis

26 Negotiation procedures included as part of master contract.  
N = 12

10 Yes ; 2 No

All ten specified the date and procedure for beginning new contract negotiations

Two specified procedures in case of an impasse

Five specified non control over selection of bargaining representatives of the other party

Two specified procedure for negotiating amendments to agreements



ITEM

27 Duration of the agreement specified in the contract. N = 12

11 Yes ; 1 No

Five contracts were for one year (September through August).

Three contracts were for two years.

One contract was for three years.

Two contracts were for one year with the provision that they would continue from year to year thereafter unless either party notified the other of a desire to negotiate a new contract 60 days prior to expiration.

28 College calendar included as part of the master contract.  
N = 12

10 Yes ; 2 No

29 Rights of Board clause included as part of master contract.  
N = 12

9 Yes ; 3 No

The following statements and their frequency of appearance were drawn from the nine contracts containing a Rights of Board Clause.

9 Contained a statement of the reservation of the constitutional rights of the Board

2 Contained a statement that the Board would not adopt policies which violate the negotiated agreement

1 Stated that no part of the contract must be re-negotiated before expiration of the agreement

1 Stated that by mutual agreement any part of the contract might be re-negotiated before expiration of the agreement

1 Stated that in unforeseen circumstances the Board might initiate policies prior to negotiation of such policies

ITEM

30 Rights of faculty organization included as part of master contract. N = 12

11 Yes ; 1 No

The following statements along with their frequency of appearance were drawn from the eleven contracts containing a Rights of Faculty clause.

- 8 Right of faculty members to join organizations for the purpose of negotiation
- 11 Right of the faculty organization to the use of college buildings and facilities
- 11 Right of the faculty organization to Board information on finances, budget and allocations
- 7 Right of the faculty organization to receive an advance copy of the Board agenda before each meeting
- 6 A non discrimination clause against faculty members who join or are officers in the faculty organization
- 5 Freedom of a faculty member to write or speak as a citizen
- 5 Right of the faculty member to academic freedom
- 3 Right of faculty members to take part in negotiations and conferences arising from the agreement without loss of pay
- 2 Right of faculty members to participate in the selection of members of college committees.
- 2 Reduced teaching load for the faculty organization president
- 1 Right of the instructor to have a faculty organization representative present when being penalized or disciplined for an infraction of the agreement
- 1 Right of the faculty organization to have an opportunity to advise the Board on revision of educational policy and construction of programs

ITEM

31 No strike clause included as part of master contract. N = 12

3 Yes ; 9 No

32 Required health examinations included as part of master contract. N = 12

4 Yes ; 8 No

The following statements and their frequency of appearance were drawn from the four contracts containing this item.

- 2 Physical examination required prior to employment at employee's expense
- 2 Board reserves the right to request physical and psychiatric examinations
- 1 Physical examination and TB test required as condition of employment with the expense to be paid by the college

33 Salary schedule included in master contract. N = 12

11 Yes ; 1 No

Because of the complexity of this item, no attempt will be made here to do an analysis of the eleven salary schedules included in the master contracts.

**MICHIGAN PUBLIC EMPLOYEES ACT**

**ACT NO. 336 OF THE PUBLIC ACTS OF 1947 AS AMENDED  
UP TO AND INCLUDING PUBLIC ACT 379 OF 1965**

**Michigan Education Association  
Legislation Division**

**PRICE - 25¢**



ACT 336 OF THE PUBLIC ACTS OF 1947 AS  
AMENDED UP TO AND INCLUDING PUBLIC ACT 379 OF 1965  
TITLE

An act to prohibit strikes by certain public employees; to provide review from disciplinary action with respect thereto; to provide for the mediation of grievances and the holding of elections; to declare and protect the rights and privileges of public employees; and to prescribe means of enforcement and penalties for the violation of the provisions of this act.

The People of the State of Michigan enact:

17.455(1) Strike defined.

Sec. 1. As used in this act the word "strike" shall mean the concerted failure to report for duty, the wilful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights privileges or obligations of employment. Nothing contained in this act shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

17.455(2) Strikes by public employees prohibited.

Sec. 2. No person holding a position by appointment or employment in the government of the state of Michigan, or in the government of any 1 or more of the political subdivisions thereof, or in the public school service, or in any public or special district, or in the service of any authority, commission, or board, or in any other branch of the public service, hereinafter called a "public employee," shall strike.

17.455(3) Authorizing a strike, etc., unlawful.

Sec. 3. No person exercising any authority, supervision or direction over any public employee shall have the power to authorize, approve or consent to a strike by public employees, and such person shall not authorize, approve or consent to such strike, nor shall any such person discharge or cause any public employee to be discharged or separated from his or her employment because of participation in the submission of a grievance in accordance with the provisions of section 7.

Sections 4 and 5 repealed.

17.455(6) When deemed on strike.

Sec. 6. Notwithstanding the provisions of any other law, any person holding such a position who, by concerted action with others, and without the lawful approval of his superior, wilfully absents himself from his position, or abstains in whole or in part from the full, faithful and proper performance of his duties for the purpose of inducing, influencing or coercing a change in the conditions or compensation, or the right, privileges or obligations of employment shall be deemed to be on strike but the person, upon request, shall be entitled to a determination as to whether he did violate the provisions of this act. The request shall be filed in writing, with the officer or body having power to remove or discipline such employee, within 10 days after regular compensation of such employee has ceased or other discipline has been imposed. In the event of such request the officer or body shall within 10 days commence a proceeding for the determination of whether the provisions of this act have been violated by the public employee, in accordance with the law and regulations appropriate to a proceeding to remove the public employee. The proceedings shall be undertaken without unnecessary delay. The decision of the proceeding shall be made within 10 days. If the employee involved is held to have violated this law and his employment terminated or other discipline imposed, he shall have the right of review to the circuit court having jurisdiction of the parties, within 30 days from such decision, for determination whether such decision is supported by competent, material and substantial evidence on the whole record.

17.455(7) Mediation grievances.

Sec. 7. Upon the request of the collective bargaining representative defined in section 11, or if no representative has been designated or selected, upon the request of a majority of any given group of public employee evidenced by a petition signed by said majority and delivered to the labor mediation board, or upon request of any public employer of such employees, it shall be the duty of the labor mediation board to forthwith mediate the grievances set forth in said petition or notice, and for the purposes of mediating such grievances, the labor mediation board shall exercise the powers and authority conferred upon said board by sections 10 and 11 of Act No. 176 of the Public Acts of 1939.

Section 8 repealed.

17.455(9) Lawful to organize.

Sec. 9. It shall be lawful for public employees to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, or to negotiate or

bargain collectively with their public employers through representatives of their own free choice.

17.455(10) Unfair Labor Practices.

Sec. 10. It shall be unlawful for a public employer or an officer or agent of a public employer (a) to interfere with, restrain or coerce public employees in the exercise of their rights guaranteed in section 9; (b) to initiate, create, dominate, contribute to or interfere with the formation or administration of any labor organization: Provided, That a public employer shall not be prohibited from permitting employees to confer with it during working hours without loss of time or pay; (c) to discriminate in regard to hire, terms or other conditions of employment in order to encourage or discourage membership in a labor organization; (d) to discriminate against a public employee because he has given testimony or instituted proceedings under this act; or (e) to refuse to bargain collectively with the representatives of its public employees, subject to the provisions of section 11.

17.455(11) Exclusive representation grievance procedure.

Sec. 11. Representatives designated or selected for purposes of collective bargaining by the majority of the public employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the public employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and shall be so recognized by the public employer: Provided, That any individual employee at any time may present grievances to his employer and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, provided that the bargaining representative has been given opportunity to be present at such adjustment.

17.455(12) Petition for election.

Sec. 12. Whenever a petition shall have been filed, in accordance with such regulations as may be prescribed by the board:

(a) By a public employee or group of public employees, or an individual or labor organization acting in their behalf, alleging that 30% or more of the public employees within a unit claimed to be appropriate for such purpose wish to be represented for collective bargaining and that their public employer declines to recognize their representative as the representative defined in section 11, or assert that the individual or labor organization, which has been certified or is being currently recognized by their public employer as the bargaining representative, is no longer a representative as defined in section 11; or

(b) By a public employer or his representative alleging that 1 or more individuals or labor organizations have

presented to him a claim to be recognized as the representative defined in section 11; the board shall investigate the petition and, if it has reasonable cause to believe that a question of representation exists, shall provide an appropriate hearing after due notice. If the board finds upon the record of the hearing that such a question of representation exists, it shall direct an election by secret ballot and shall certify the results thereof. Nothing in this section shall be construed to prohibit the waiving of hearings by stipulation for the purpose of a consent election in conformity with the rules and regulations of the board.

17.455(13) Appropriate unit.

Sec. 13. The board shall decide in each case, in order to insure public employees the full benefit of their right to self-organization, to collective bargaining and otherwise to effectuate the policies of this act, the unit appropriate for the purposes of collective bargaining as provided in section 9e of Act No. 176 of the Public Acts of 1939: Provided That in any fire department, or any department in whole or part engaged in, or having the responsibility of, fire fighting, no person subordinate to a fire commission, fire commissioner, safety director, or other similar administrative agency or administrator, shall be deemed to be a supervisor.

17.455(14) Election Bar.

Sec. 14. An election shall not be directed in any bargaining unit or any subdivision within which, in the preceding 12-month period, a valid election has been held. The board shall determine who is eligible to vote in the election and shall establish rules governing the election. In an election involving more than 2 choices, where none of the choices on the ballot receives a majority vote, a runoff election shall be conducted between the 2 choices receiving the 2 largest numbers of valid votes cast in the election. No election shall be directed in any bargaining unit or subdivision thereof where there is in force and effect a valid collective bargaining agreement which was not prematurely extended and which is of fixed duration: Provided, however, No collective bargaining agreement shall bar an election upon the petition of persons not parties thereto where more than 3 years have elapsed since the agreement's execution or last timely renewal, whichever was later.

17.455(15) Collective bargaining.

Sec. 15. A public employer shall bargain collectively with the representatives of its employees as defined in section 11 and is authorized to make and enter into collective bargaining agreements with such representatives. For the purposes of this section, to bargain collectively is the performance of the mutual obligation of the employer

and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract, ordinance or resolution incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

#### 17.455(16) Violation Procedure

Sec. 16. Violations of the provisions of section 10 shall be deemed to be unfair labor practices remediable by the labor mediation board in the following manner:

(a) Whenever it is charged that any person has engaged in or is engaging in any such unfair labor practice, the board, or any agent designated by the board for such purposes, may issue and cause to be served upon the person a complaint stating the charges in that respect, and containing a notice of hearing before the board or a member thereof, or before a designated agent, at a place therein fixed, not less than 5 days after the serving of the complaint. No complaint shall issue based upon any unfair labor practice occurring more than 6 months prior to the filing of the charge with the board and the service of a copy thereof upon the person against whom the charge is made, unless the person aggrieved thereby was prevented from filing the charge by reason of service in the armed forces, in which event the 6 month period shall be computed from the day of his discharge. Any complaint may be amended by the member or agent conducting the hearing or the board, at any time prior to the issuance of an order based thereon. The person upon whom the complaint is served may file an answer to the original or amended complaint and to appear in person or otherwise and give testimony at the place and time fixed in the complaint. In the discretion of the member or agent conducting the hearing or the board, any other person may be allowed to intervene in the proceeding and to present testimony. Any proceeding shall be conducted in accordance with the provisions of section 5 of Act No. 197 of the Public Acts of 1952, as amended, being section 24.105 of the Compiled Laws of 1948.

(b) The testimony taken by the member, agent or the board shall be reduced to writing and filed with the board. Thereafter the board upon notice may take further testimony or hear agreement. If upon the preponderance of the testimony taken the board is of the opinion that any person named in the complaint has engaged in or is engaging in the unfair labor practice, then it shall state its findings of fact and shall issue and cause to be served on the person an order requiring him to cease and desist from the unfair labor practice, and to take such affirmative action including reinstatement of employees with or without back pay, as will effectuate the policies of this act. The order may further require and person to make reports from time to time showing the extent to which he has complied with the order. If upon the preponderance of the testimony taken the board is

not of the opinion that the person named in the complaint has engaged in or is engaging in the unfair labor practice, then the board shall state its findings of fact and shall issue an order dismissing the complaint. No order of the board shall require the reinstatement of any individual as an employee who has been suspended or discharged, or the payment to him of any back pay, if the individual was suspended or discharged for cause. If the evidence is presented before a member of the board, or before examiners thereof, the member, or examiners shall issue and cause to be served on the parties to the proceeding a proposed report, together with a recommended order, which shall be filed with the board, and if no exceptions are filed within 20 days after service thereof upon the parties, or within such further period as the board may authorize, the recommended order shall become the order of the board and become effective as prescribed in the order.

(c) Until the record in a case has been filed in a court, the board at any time, upon reasonable notice and in such manner as it deems proper, may modify or set aside, in whole or in part, any finding or order made or issued by it.

(d) The board may petition for the enforcement of the order and for appropriate temporary relief or restraining order, and shall file in the court the record in the proceedings. Upon the filing of the petition, the court shall cause notice thereof to be served upon the person, and thereupon shall have jurisdiction of the proceeding and shall grant such temporary or permanent relief or restraining order as it deems just and proper, enforcing, modifying, enforcing as so modified, or setting aside in whole or in part the order of the board. No objection that has not been urged before the board, its member or agent, shall be considered by the court, unless the failure or neglect to urge the objection is excused because of extraordinary circumstances. The findings of the board with respect to questions of fact if supported by competent, material and substantial evidence on the record considered as a whole shall be conclusive. If either party applies to the court for leave to present additional evidence and shows to the satisfaction of the court that the additional evidence is material and that there were reasonable grounds for the failure to present it in the hearing before the board, its member or agent, the court may order the additional evidence to be taken before the board, its member or agent, and to be made a part of the record. The board may modify its findings as to the facts, or make new findings, by reason of additional evidence so taken and filed, and it shall file the modifying or new findings, which findings with respect to questions of fact if supported by competent, material and substantial evidence on the record considered as a whole shall be conclusive, and shall file its recommendations, if any, for the modification or setting aside of its original order. Upon the filing of the record with it the jurisdiction of the court shall be exclusive and its judgment and

decree shall be final, except that the same shall be exclusive and its judgment and decree shall be final, except that the same shall be subject to review by the supreme court in accordance with the general court rules.

(e) Any person aggrieved by a final order of the board granting or denying in whole or in part the relief sought may obtain a review of such order in the court of appeals by filing in the court a complaint praying that the order of the board be modified or set aside, with copy of the complaint filed by the board, and thereupon the aggrieved party shall file in the court the record in the proceeding, certified by the board. Upon the filing of the complaint, the court shall proceed in the same manner as in the case of an application by the board under subsection (e), and shall grant to the board such temporary relief or restraining order as it deems just and proper, enforcing, modifying, enforcing as so modified, or setting aside in whole or in part the order of the board. The findings of the board with respect to questions of fact if supported by competent, material and substantial evidence on the record considered as a whole shall be conclusive.

(f) The commencement of proceedings under subsection (e) or (f) shall not, unless specifically ordered by the court, operate as a stay of the board's order.

(g) Complaints filed under this act shall be heard expeditiously by the court to which presented, and for good cause shown shall take precedence over all other civil matters except earlier matters of the same character.

(h) The board shall have power, upon issuance of a complaint as provided in subsection (b) charging that any person has engaged in or is engaging in an unfair labor practice, to petition any circuit court within any circuit where the unfair labor practice in question is alleged to have occurred or where such person resides or exercises or may exercise its governmental authority, for appropriate temporary relief or restraining order, in accordance with the general court rules, and the court shall have jurisdiction to grant to the board such temporary or restraining order as it deems just and proper.

(i) For the purpose of all hearings and investigations, which, in the opinion of the board, are necessary and proper for the exercise of the powers vested in it under this section, the provisions of section 11 shall be applicable, except that subpoenas may issue as provided in section 11 without regard to whether mediation shall have been undertaken.

(j) The labor relations and mediation functions of this act shall be separately administered by the board.

This act is ordered to take immediate effect.

LABOR CONTRACT,

Oakland Community College, also known as the Community College District of Parts of the Counties of Oakland, Washtenaw, Livingston and Lapeer, Michigan, hereinafter referred to as the "College", and the Oakland Community College Faculty Association, hereinafter referred to as the "Association", on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ enter into the following Agreement:

ARTICLE I

RECOGNITION

The College recognizes the Association as the exclusive representative to the extent required by Act 379 of the Michigan Public Acts of 1965 for the purpose of collective bargaining for all full-time faculty members, including instructors, librarians, and counselors, with respect to hours, wages, terms and conditions of employment for the term of this Agreement. Full-time faculty members are those who are contracted for at least eight (8) months of service between July 1 and June 30.

The following employees are excluded: Officers of the College, other administrative personnel, including Division Chair<sup>man</sup>, and all supervisors.



## CONDITIONS OF WORK

Faculty members whose functions are as group coordinator, assistant group coordinator, or tutor:

1. The normal work week for full-time faculty members shall be defined as a continuous period between the hours of 8 A.M. and 6 P.M., Monday through Friday, provided, however, the College reserves the right to assign a full-time faculty member to evening hours between 6 P.M. and 10 P.M. which will be limited to one (1) night per week. This assignment, when combined with any assigned hours during the normal work day, shall be within a continuous eight (8) hour period.
2. Twenty (20) hours shall be established as the maximum number of contact hours assigned to any faculty member. Contact hours shall consist of General Assembly Sessions (GAS), Small Assembly Sessions (SAS), and Tutoring, whether in learning laboratories or office.
3. The professional assignments for each faculty member shall be determined by the Division Chairman within the limits of the instructional load formula, Appendix \_\_\_\_\_.
4. No faculty member may, without his consent, be required to teach outside the area of his academic discipline or disciplines as are stated in his Individual Contract of employment, except in cases of emergency.

CONDITIONS OF WORK (continued)

Faculty members, whose function is as counselor or librarian:

1. Counselors and librarians shall work a forty (40) hour week exclusive of meal periods.

Faculty members shall not be required to change College geographical locations without the issuance of a new Individual Contract except in case of emergency which will not exceed the equivalent of one (1) full session.

## CONDITIONS OF EMPLOYMENT

The College shall employ faculty members as it deems necessary in numbers sufficient to carry out the instructional program of the College and in accordance with the qualifications as set forth in Appendix\_\_\_\_\_. The appropriate Group Coordinator in the academic discipline involved may be requested by the College to evaluate the qualifications and, except in cases where distances are impractical, interview prospective faculty members.

All new faculty members shall be employed on a probationary basis. Such probationary status shall continue until the faculty member has served a total of six (6) full sessions, no more than two (2) of which may be accumulated in any one (1) fiscal year. Consideration may be given for part-time status in satisfaction of a portion of the probationary period.

Individual Contracts shall contain the following information: The area or areas of academic discipline for which a faculty member is hired; the function to be performed, such as group coordinator, assistant group coordinator, tutor, counselor, librarian; the academic rank of the faculty member; the campus or campuses to which a faculty member will be assigned; the salary.

Duration of Individual Contract shall be for ten (10) months. An additional two (2) months contract may be offered in accordance with College staffing requirements. A ten (10) month contract shall commence on either July 1 or September 1 and terminate on April 30 or June 30 of the following year. Two (2) month contracts shall commence on either May 1 or July 1 and terminate on June 30 or August 31 , respectively.

### CONDITIONS OF EMPLOYMENT (continued)

In the event that a faculty member is offered an Individual Contract, the following procedure shall be utilized to determine who will be granted twelve (12) month contracts.

1. Full-time faculty members who have Individual Contracts for school year 1965 - 1966 for a twelve (12) month period and all other full-time faculty members who are identified through the mutual agreement of the Association and the College as being twelve (12) month faculty members shall receive a two (2) month contract for the period of July 1, 1966, to August 31, 1966, and a twelve (12) month Individual Contract for the period September 1, 1966 to August 31, 1967. If such a faculty member's Individual Contract is renewed for the year 1967-1968, he shall be granted a twelve (12) month contract for the period, September 1, 1967 to August 31, 1968. Further, if such faculty member's Individual Contract is renewed for the year 1968 - 1969, he shall be granted a twelve (12) month contract for the period September 1, 1968 to August 31, 1969.
2. Full-time faculty members who have been recommended in a statement of intent for a twelve (12) month contract for the school year 1966 - 1967 and who have not previously held a twelve (12) month contract or are not encompassed within the provisions of Section 3-E-1 shall receive a two (2) month Individual Contract for the period July 1, 1966, to August 31, 1966, and a twelve (12) month Individual Contract for the period, September 1, 1966 to August 31, 1967.

CONDITIONS OF EMPLOYMENT (continued)

3. It shall cease to be mandatory for the College to grant twelve (12) month contracts under paragraph 3-E-1 and 3-E-2 with respect to a faculty member on a twelve (12) month contract upon the earliest occurrence of any one of the following events:
  - a. The faculty member refuses a twelve (12) month contract for any year.
  - b. The faculty member ceases to be a probationary faculty member.
  - c. Upon the termination of this Agreement.
  - d. On August 31, 1967, with respect to faculty member encompassed under paragraph 3-E-2.
4. Twelve (12) month contracts which may be granted to faculty members who are not encompassed within the provisions of paragraph 3-E-1 or 3-E-2 or who have fallen within the provisions of paragraph 3-E-3 shall be in the sole discretion of the College. The granting of said contract to a faculty member shall not be a guarantee of a twelve (12) month contract for a subsequent year nor shall it be mandatory for the College to grant same.

Salaries of faculty members shall be paid on a bi-weekly basis over the length of the contract. At the option of the faulty member such salary may be paid in bi-weekly installments over a twelve (12) month period. If the faculty member desires to exercise such option, he shall make written request with the College prior to the commencement of his Individual Contract period.

CONDITIONS OF EMPLOYMENT (continued)

Upon satisfactory completion of the probationary period of employment, and upon recommendation of the President of the College to the Board of Trustees, a faculty member shall be employed on a continuing basis, and such faculty member may be discharged or demoted for reasonable and just cause.

## EVALUATION

Faculty performance evaluations shall be a normal part of the process for determination of continuance of employment. In all cases the immediate supervisor shall be the initial and primary source of such ratings.

Members of the faculty who have dual responsibilities necessitating reporting to more than one supervisor shall be evaluated separately by the appropriate immediate supervisors. Each evaluation shall be weighted in direct proportion to the amount of time assigned to the faculty positions involved.

A faculty member shall receive copies of all performance evaluations which become a part of his personnel file. A faculty member shall be apprised of any additional material placed in his personnel file, and the personnel file shall be made available to the faculty member for his review. The review of said file shall be made in the presence of the administrator responsible for the safe-keeping of these files; however, privileged information, such as confidential credentials and related personal references normally sought at the time of employment, shall be specifically exempted from review.

In the event that charges are made against a faculty member, and evidence thereof is placed in the faculty member's personnel file, upon determination that such charges are without substance, such material shall be removed from the personnel file.

### EVALUATION (continued)

Criteria for the evaluation of faculty members shall be made available to each faculty member by September 1 of the contract year. The development of such criteria shall be established through study and consultation with members of the faculty.

Within a reasonable time following each evaluation, the faculty member being evaluated shall be granted a personal interview with the person writing the evaluation, during which interview, the evaluation will be signed by both parties, one copy of which shall be retained by the faculty member. In the event that the faculty member feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to all copies of the evaluation



### STAFF REDUCTION

Whenever it is necessary to decrease the size of the faculty staff because of insufficient funds or substantial decrease of student population, the Board, upon recommendation of the President, may cause the necessary number of faculty beginning with those serving probationary periods, to be placed on leave of absence, without pay, but only in inverse order of their most recent appointments.

- A. When circumstances shall be appropriate, each faculty member placed on leave of absence as afore mentioned shall be reinstated in inverse order of his placement on leave of absence.
- B. Such re-employment shall not result in loss of status or credit for previous years of service.
- C. No new appointments shall be made while there are available faculty on leave of absence and who are adequately qualified to fill the vacancies unless such faculty shall fail to advise the President within fifteen (15) days from date of notification by the President of positions available.

In the event a faculty member employed on a continuing basis is placed on leave of absence without pay, such faculty member shall receive a severance compensation pay for accumulated but unused sick leave days to a maximum of one hundred (100) at his current salary rate.

## VACATIONS

Faculty members under contract on a twelve month basis shall be entitled to annual vacation allowances equivalent to one (1) month in twelve (12) when days are taken consecutively; or twenty-two (22) working days when the days are not taken consecutively; which shall normally be scheduled and taken within the individual's contract period.

Vacation accrued but not taken may be carried forward to the next contractual period to a maximum of twenty-two (22) days.

In the event that employment is terminated, a faculty member shall receive compensation in cash at his contractual salary rate for any accrued and unused vacation days to a maximum of one (1) years' accrual.

In the event that a faculty member's employment is terminated, and he has used vacation days in excess of the number accrued to the date of termination, such excess shall be deducted from his last salary check at his contractual salary rate.

Vacations for faculty members who are on less than a twelve (12) month contract shall be in accordance with the approved College calendar, and shall consist of the normal between-semester breakes.

## HOLIDAYS

Faculty members who are on a twelve month contract shall be paid at their regular contractual rate for the following holidays:

Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
New Years Day

Whenever any of these holidays fall outside of a faculty member's customary work week such day shall not be considered a holiday for said employee. Whenever any of these holidays fall on a Sunday and State authorities transfer its observance to the following Monday, then Monday shall be considered the holiday. Whenever any of these holidays fall on a Saturday and State authorities transfer its observance to the preceding Friday, then Friday shall be considered the holiday.

Faculty members who are on less than twelve month contracts shall receive the holidays as specified in the approved College Calendar.

## SICK LEAVE

Each faculty member shall accumulate sick leave days at the rate of one day for each full month of continuous employment up to a maximum of twelve (12) days total accumulation per year. Unused sick-leave days shall be allowed to accumulate to a maximum of one-hundred (100) days.

In case of illness or injury, as hereinafter provided, an eligible faculty member will be allowed absence without loss of pay to the extent of earned sick-leave days for the following reasons:

1. Personal illness or injury
2. Serious illness or quarantine in the immediate family. Immediate family shall be defined as spouse, mother, father or child.
3. Death in the immediate family as provided under Article , hereof.

Payment for sick-leave is contingent upon the faculty member's giving reasonable notice to the College at the start of his absence, and shall be at the faculty member's regular contractual rate of pay as computed on a daily basis.

A faculty member who is entitled to compensation assurance benefits may receive his regular salary less the amount of compensation assurance benefits for the period of his accumulated sick-leave. For the period of absence in excess of the amount of his accumulated leave, he shall receive the compensation benefits only.

### JURY DUTY AND SUBPOENAED WITNESS

A faculty member who is summoned and reports for jury duty or is subpoenaed and reports as a witness in any judicial hearing shall receive a leave of absence and shall be paid at his regular salary rate. All jury duty fees and witness fees shall be turned over the the College.

**FUNERAL**  
**BEREAVEMENT LEAVE**

A faculty member shall receive a three (3) day leave of absence without loss of pay in the event of the death of a member of his immediate family. Immediate family shall be limited to the faculty member's spouse, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, or any relative living in the faculty member's immediate household.

In the event that such death occurs and extended travel is required, a faculty member shall be allowed up to three (3) additional days which shall be deducted from his accumulated sick-leave days.

## SABBATICAL LEAVES

Sabbatical leaves for study and research may be granted by the Board of Trustees to members of the faculty upon recommendation by the President and subject to available funds. Such sabbatical leaves shall be in recognition of significant service through teaching and research and for the purpose of encouraging scholarly achievement which will contribute to the professional effectiveness of the members of the staff and the value of their subsequent services to the College.

Sabbatical leave days shall accrue to each faculty member at the rate of three (3) days per month of service, to a maximum of 210 days.

A faculty member shall not be eligible for a Sabbatical leave until he has at least three (3) full years' continuous service; and a Sabbatical Leave may not be granted more often than every three (3) years.

The minimum length of a Sabbatical Leave shall be ninety (90) days.

A faculty member shall be compensated at the rate of fifty (50) per cent of his salary for Sabbatical Leave days taken; however, a faculty member may elect to receive full pay for such leave by charging his accumulated leave days with twice the number actually used.

Example: 100 days leave accrued  
100 days at half ( $\frac{1}{2}$ ) pay  
50 days at full pay

### SABBATICAL LEAVES (continued)

A member of the faculty on Sabbatical Leave shall not render service for compensation in another institution or enterprise provided, however, that this does not preclude the acceptance of a fellowship or other assistance in research; but in each case the source of additional funds and the fact that their use materially aids the planned research program of the recipient shall be fully set forth in the request for Sabbatical Leave.

Application for Sabbatical Leave shall be made in writing addressed to the Provost January 1, preceding the College year within which the Leave is desired. The application must be accompanied by a statement of a well considered plan of the applicant. Upon returning to the College after Sabbatical Leave, the faculty member shall present a full report regarding the use of his Sabbatical Leave for transmission to the President and the Board of Trustees.



## LEAVES OF ABSENCE WITHOUT PAY

Faculty members may be granted a leave of absence without pay for the following reasons:

1. Health
2. Maternity
3. Study
4. Military Service
5. Such other justifiable reasons as may be approved by the President of the College.

Faculty members shall be eligible for an authorized leave of absence after one (1) years' service with the College which immediately precedes the authorized effective date of such leave of absence.

A faculty member who requests a leave of absence shall make application in writing to the College. The application shall state the reason the leave of absence is being requested and the approximate length of time of said absence.

The application of a faculty member for a leave of absence will be considered by the College upon its individual merit and circumstances and the parties agree that the determination of whether or not the request shall be granted rests solely in the discretion of the College. A request for a leave of absence shall be answered promptly by the College. An authorization for a leave of absence shall be in writing.

LEAVES OF ABSENCE WITHOUT PAY (continued)

A leave of absence, when granted by the College, shall not exceed the time specified in the authorization. Such leaves of absence may be extended in the sole discretion of the College, but the written authorization of the College is required in such cases.

If a faculty member works for another employer during an authorized leave of absence, the authorized leave of absence shall be canceled and said faculty member shall be considered to have voluntarily terminated his employment.

The provisions of this Article shall be subject to all applicable Federal laws now in force or as amended, relating to the rights of returning veterans.

## GROUP INSURANCE AND RETIREMENT

The College will continue in force for the duration of this contract its present Group Life Insurance Contract, Accident and Sickness Insurance Contract, Major-Medical Insurance Contract, and Dental Expense Insurance Contract, all with the Great West Life Assurance Company; the Long-term Disability Insurance Contract with The Insurance Company of North America; and the Hospital Medical Insurance Contract with Michigan Hospital Service; or similar policy or policies with other reputable insurers of its choice.

Full-time faculty members shall be eligible to participate in these insurance plans.

The College shall contribute the entire premium for the above described insurance program.

The College will continue in force for the duration of this contract, its present Accident Insurance Plan with The Insurance Company of North America, or similar policy or policies with other reputable insurers of its choice.

Full-time faculty members shall be eligible to voluntarily elect to participate in this plan.

The faculty member shall contribute the total premium for said coverage.

The College will continue, for the duration of this contract, to contribute five (5) per cent of each faculty member's annual salary to Teacher's Insurance Annuity Association of America - College Retirement Fund.

## GRIEVANCE PROCEDURE

An earnest effort shall be made to settle differences, disputes or complaints with respect to the terms and conditions of employment for faculty members through the following steps:

- 1-a. By conference between the aggrieved faculty member and his immediate supervisor.
- 1-b. In the event that the matter is not resolved at step 1-a, the faculty member may schedule a conference with the Dean of Instruction.
- 1-c. In the event the matter is not resolved by these conferences, the faculty member may, within three (3) working days after the conference provided in step 1-b, present the Appeal in writing to the Campus Professional Relations Committee. Within three (3) working days after receipt of said written Appeal, there shall be a conference between the aggrieved faculty member, together with a representative of the Faculty Association if he desires, and the Campus Professional Relations Committee. The written answer of the Campus Professional Relations Committee shall be given to the faculty member and the Campus Provost within three (3) working days following the close of the conference. If the faculty member or the Campus Provost do not respond to such written answer of the Campus Professional Relations Committee within three (3) days following the receipt of such answer, the answer of the Campus Professional Relations Committee shall be final.

GRIEVANCE PROCEDURE (continued)

In the event the decision of the Campus Professional Relations Committee is not acceptable to the aggrieved faculty member or the Campus Provost, either party may petition the Board of Trustees, in writing, to reverse or modify the decision of the Campus Professional Relations Committee. The Board of Trustees shall notify all parties involved of its decision within thirty (30) days of receipt of such petition. Such decision of the Board of Trustees shall be final.

The Campus Professional Relations Committee shall consist of three (3) members as follows:

1. Two (2) faculty members elected by the Campus Academic Senate.
2. Director of Personnel

## ACADEMIC SENATE

The College shall recognize a Campus Academic Senate on each campus. Membership in such Academic Senate shall consist of all professional staff on the respective campuses. The Academic Senate shall adopt a constitution and by-laws which shall, when ratified by the College Board of Trustees and the Faculty Association, govern all activities of the Academic Senate. The Campus Academic Senate shall concern itself with matters which are of Campus import.

The College shall recognize a College Academic Senate. Membership in said Academic Senate shall consist of all professional staff. The College Academic Senate shall adopt a constitution and by-laws which shall, when ratified by the College Board of Trustees and the Faculty Association, govern all activities of the College Academic Senate. The College Academic Senate shall concern itself with matters which are of College-wide import.

### ASSOCIATE INSTRUCTORS

All Associate Instructors shall be promoted to the rank of Instructor on a probationary basis effective July 1, 1968.

All such Instructors shall have fulfilled the requirements for the rank of Instructor as specified in Exhibit B, Qualifications for Initial Employment, by June 30, 1971.

All such Instructors of whom Master's Degrees are required shall, as one of the criteria for evaluation, show evidence of having completed work toward such degree as follows:

By June 30, 1969 - Accumulated ten (10) semester credit hours  
By June 30, 1970 - Accumulated twenty (20) semester credit hours

All such Instructors shall be placed at step one (1) on the salary schedule, or at such step as will afford a minimum increase of \$ on a ten (10) month basis.

## SEPARABILITY AND SAVINGS CLAUSES

If any provisions of this Agreement or any schedule attached hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or in compliance with or inforcement of any provision or schedule should be restrained by such tribunal in the final determination as to its validity, the remainder of this Agreement and of any schedule thereto, or the application of such provisions or schedules to persons for circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any provision or schedule is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, on the request of the Association and/or College for the purpose of arriving at a mutually satisfactory replacement for such provision or schedule during the period of invalidity or restraint.



**SCHEDULE A (Revised)**

**SALARIES**

**RANKS**

<b><u>STEP #:</u></b>	<b><u>ASSOCIATE INSTRUCTOR</u></b>	<b><u>INSTRUCTOR</u></b>	<b><u>ASSISTANT PROFESSOR</u></b>	<b><u>ASSOCIATE PROFESSOR</u></b>	<b><u>FULL PROFESSOR</u></b>
1.	\$ 5,825	\$ 8,000 —	\$ 9,500	\$11,000	\$12,500
2.	6,150	8,360	9,928	11,495	13,061
3.	6,475	8,736	10,375	12,012	13,649
4.	6,800	9,129	10,842	12,553	14,263
5.	7,125	9,540	11,330	13,118	14,905
6.	7,450	9,969	11,840	13,708	15,576
7.	7,775	10,418	12,373	14,325	16,277

Twenty percent (20%) shall be added to the above salaries for full-time faculty members who are granted twelve (12) month contracts.

It is intended that where meritorious performance has been outstanding, the faculty member may be granted additional salary not to exceed two normal increments beyond the maximum of his rank except for the rank of professor.

OAKLAND COMMUNITY COLLEGE

Instructional Assignment

CAMPUS \_\_\_\_\_ NAME \_\_\_\_\_

DIVISION \_\_\_\_\_ NUMBER OF STUDENTS ASSIGNED \_\_\_\_\_

GROUP \_\_\_\_\_ NUMBER OF STUDENT CREDIT HOURS  
ASSIGNED \_\_\_\_\_

COURSE(S) ASSIGNED \_\_\_\_\_

\_\_\_\_\_

<u>FACTOR</u>	<u>FORMULA</u>	<u>SERVICE UNITS</u>
Student Contact		
General Assembly	1.0 unit/hrs per week	_____
Small Assembly	1.0 unit/hrs per week	_____
Tutoring	1.0 unit/hrs per week	12
Course Development and Revision	1.0 unit/hrs per week	_____
Student Evaluation		
Objective Tests	1.0 unit/100 students	_____
Essay Tests	1.0 unit/100 S.C.H.	1
Preparation		
General Assembly	2.0 units/number of GAS's per week (original only)	_____
Small Assembly	1.0 unit/number of SAS's per week (original only)	1
Dry Lab	0.0 units	_____
Wet Lab	1.0 unit/number of "set-ups" per week (original only)	1
Student Load	1.0 unit/100 S.C.H. (minimum assignment is 2 units)	_____
Liaison	1.0 unit/hrs per week	_____

TOTAL SERVICE UNITS

36

## QUALIFICATIONS FOR INITIAL EMPLOYMENT

Instructor

Master's Degree in Subject Field

Assistant Professor

Master's Degree in Subject Field  
and five years professional ex-  
perience.

Associate Professor

Master's Degree in Subject Field  
and ten years professional experience.

Professor

Appointments will be based on ex-  
ceptional qualifications and demonstrated  
instructional leadership.

The above qualifications are appropriate for academic areas. The College shall employ faculty members in technical areas in accordance with qualifications as deemed appropriate.



MICHIGAN STATE UNIV. LIBRARIES



31293010474249