Master Agreement between Detroit College of Business and Detroit College of Business Faculty Association, July 1, 1982-June 30, 1986.

The collective bargaining agreement between Detroit College of Business and Detroit College of Business Faculty Association Chapter (17 full-time faculty members) of the National Education Association covering the period July 1, 1982-June 30, 1986 is presented. Items covered in the agreement include: unit recognition, association relations, department chairpersons and department operations, dismissal of nonprobationary unit members, faculty layoff, layoff of noninstructional staff, acquiring seniority, grievance procedure, employment conditions, probation and continuing contract, salary computation for faculty and noninstructional staff, compensation for summer employment, overload rate, sick leave, personal leave, unpaid leaves of absence, maternity leave, release time and reimbursement for professional improvement, health and hospitalization, insurance, retirement, loan fund, dues deduction and payroll, faculty responsibilities, credit by examination and independent study, college functions, and employee facilities. (SW)
MASTER AGREEMENT

BETWEEN

DETROIT COLLEGE OF BUSINESS

- and -

DETROIT COLLEGE OF BUSINESS FACULTY ASSOCIATION

July 1, 1982 - June 30, 1986

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AGREEMENT

This Agreement is entered into as of July 1, 1982, by and between DETROIT COLLEGE OF BUSINESS, located at 4801 Oakman Blvd., Dearborn, Michigan, 48126, hereinafter called the College, and the DETROIT COLLEGE OF BUSINESS FACULTY ASSOCIATION affiliated with the Michigan Education Association and the National Education Association, hereinafter called the Association, on behalf of the employees as hereinafter defined.

PURPOSE

It is the intention and purpose of this Agreement by the parties to promote the mutual interest of the Association, the College, and the faculty and to provide for the operation of the College under methods and conditions which will further, to the fullest extent possible, the highest quality educational programs for the students and to establish and maintain harmonious relations between the College and the faculty. It is the further intent and desire of the parties hereto to establish an orderly relationship between the College and the Association so that grievances and concerns will be settled quickly and to avoid all working interruptions during the term of this Agreement.

ARTICLE I

RECOGNITION

1.1 The College recognizes the Association as exclusive representative of all full-time faculty members including department chairpersons, and as exclusive representative of all full-time non-instructional employees including recruiter/admissions counselors, placement specialists and assistant librarians, but excluding head librarians, bookstore manager, placement director, admission director, director of student personnel services, assistant to the director of personnel services, full-time deans, vice-presidents and president for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment.

1.2 "Faculty" as used throughout this Agreement means only full-time members of the teaching staff, including department chairpersons.

ARTICLE II

ASSOCIATION RELATIONS

2.1 Pursuant to the Michigan Labor Mediations Act, the College hereby agrees that every employee shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection.
2.2 The Association and its representatives shall have the right to use College buildings at all reasonable hours for meetings, provided that when special custodial service is required, the College may make a reasonable charge therefore. No charge shall be made for use of College rooms.

2.3 The Association shall have the right to use College facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, computer and data processing equipment, and all types of audio-visual equipment during regular school hours, when such equipment is not otherwise in use; provided that the Association shall provide a qualified operator to operate such equipment, such operator shall be paid for by the Association, and the Association will pay for all repair costs resulting from its use of such equipment beyond normal wear and tear; and provided further that the Association's use of copying equipment, including Xerox, shall be charged to the Association at the cost to the College, but not to exceed ten cents per copy. The Association may use the College mail services and mailboxes for communications to members, but it shall pay its own postage costs and telephone costs.

2.4 The College agrees to furnish to the Association in response to reasonable requests all available information concerning enrollment data, names and addresses of all members of the Bargaining Unit, salaries paid thereto, and educational background on members of the Bargaining Unit.

2.5 College Construction and Educational Policy Revisions and Modification

2.5.1 The College shall inform the Association of any construction programs which are proposed or under consideration, and the Association shall be given opportunity to advise the College with respect to said matters prior to their adoption and/or general publication. However, the College shall not be bound by such advice given by the Association.

2.5.2 All revisions and modifications of educational policy must be reviewed by the Educational Policy Committee.

2.6 Neither the College nor the Association shall discriminate against any member of the Bargaining Unit on the basis of religion, fraternal or political activities, race, creed, color, sex, age, or national origin.

2.7 The Association recognizes that the College retains the sole right to manage the business of the College, including but not limited to the right to plan, direct, and control its operations; to determine the location of its facilities; to decide the business hours of its operations; to decide the types of educational service it shall provide and books to be sold; to maintain order and efficiency in its operations; to hire, lay off, assign, transfer and promote employees; and to
determine the starting and quitting time, work schedules, and number of hours to be worked; the number of faculty members, and to determine the qualifications of its employees; and all other rights and responsibilities, including those exercised unilaterally in the past, subject only to clear and express restrictions governing the exercise of those rights as are expressly provided for in this Agreement.

2.8 The College agrees to notify the Association and post, in writing, with members of the bargaining unit all resignations and vacancies in the bargaining unit as they occur. Existing faculty shall be given priority over non-full-time faculty in the filling of vacancies for which they are qualified. Existing non-instructional members of the bargaining unit shall be given priority over non-bargaining unit applicants in the filling of non-instructional vacancies for which they are qualified.

2.9 The Educational Policy Committee shall consist of all Department Chairpersons and the Academic Dean who shall chair the Committee. The Committee shall be responsible for the reviewing of modifications and revisions of educational policy. The Committee shall meet at least once each month that school is in regular session.

2.10 Members of the bargaining unit shall have access to their personnel file and may review all materials therein, except confidential pre-employment letters of recommendation. Any report on any individual which he/she is not given a copy of by the College shall in no case be considered a reprimand. An employee shall be afforded an opportunity to provide a written response, for inclusion in the file, to any material in his/her personnel file.

ARTICLE III

DEPARTMENT CHAIRPERSONS AND DEPARTMENT OPERATIONS

3.1 Within the framework of departmental organization, there should prevail a workable climate of mutual respect among faculty members and between faculty and department chairperson. There must be mutual recognition and concern within the department for such things as academic standards, able and wise leadership, and effective and sound management of the department.

3.2 To these ends, each academic department of the College may deliberate as a participating group in formulating its own policies and decisions in accordance with basic democratic procedures of open discussion and voting, operating both formally and informally on propositions such as course offerings, curriculum matters, personnel, and periodic appraisal of goals and objectives. Department recommendations on these matters shall be given great weight by the College, but final decision on these matters is with the College.
3.3 The administrator of each department shall be designated chairperson of the department. The College shall appoint each department chairperson, with the Academic Dean having the right to appoint the chairperson or replace the chairperson at any time. The teaching load for a department chairperson shall not exceed twelve (12) credit hours per quarter during the academic year.

3.4 All decisions of department chairpersons are subject to the approval of the Academic Dean.

ARTICLE IV
DISMISSAL AND LAY-OFF

4.1 Dismissal and Demotion

4.1.1 No member of the bargaining unit may be demoted.

4.1.2 Discharge of a non-probationary member of the bargaining unit may be only for reasonable or just cause after charges, notice and hearing, as hereinafter provided. All charges of misconduct against an employee shall be made in writing signed by the President of the College. Notification of dismissal and a copy of the charges shall be supplied the member of the bargaining unit by certified mail by April 15 prior to the end of his/her current annual contract. In cases of serious misconduct, written notification and hearings shall be waived as a prerequisite to dismissal; this is no way removes the obligation to provide such written notification and hearings within a reasonable amount of time following dismissal.

4.1.3 The employee may appeal the decision of the College by so notifying the College. Such appeal shall begin at Step 3 of the Grievance Procedure.

4.2 Lay-Off - Faculty

4.2.1 Whenever necessary to decrease the size of the full-time faculty staff by lay-off, the College first will attempt to prevent lay-offs through internal transfers and/or filling out-of-loads outside of the faculty members regularly assigned disciplines where qualified.* If any faculty are unable to obtain a load within the class offerings of the College not already assigned to a full-time faculty member as part of their regular load, the College, upon recommendation of the President, may cause the necessary number of faculty, beginning with those serving probationary periods, to be placed on lay-off without pay, but only in inverse order of their accrued College faculty seniority.

*Where qualified = 30 semester hours or 45 quarter hours of study in the subject matter to be taught.
Any disputes of credit hours will be brought to the attention of the Educational Policy Committee for recommendation. However, the final decision of qualification disputes will rest with the College.

4.2.2 Should it become evident that a particular department will be unable to function because of a seniority reduction of staff, inter-departmental transfers of qualified staff members shall be considered. Should this not resolve the problem, the College and the Association shall meet and mutually identify "key personnel" whose functions are essential for the continued operation of the College programs. Such "key personnel" shall be exempt from the lay-off provisions of 4.2.1.

4.2.3 When circumstances shall be appropriate, each faculty member placed on lay-off as aforementioned shall be recalled in inverse order of his/her placement on lay-off when a position for which he/she is qualified is available. If the equivalent of a regular load (16 credit hours) is available, not already assigned as part of a full-time faculty member's regular load, within a discipline or disciplines for which a laid-off faculty member or members are qualified, said load shall be considered an available position.

4.2.4 Such recall shall not result in loss of status or credit for previous years of active service.

4.2.5 The College shall notify qualified faculty members on lay-off of available positions or vacancies by certified mail at the faculty member's last known address. Those faculty members who are notified will have fifteen (15) calendar days from the date of notification to report for work. The College may make temporary appointments to fill a vacancy during the fifteen (15) day notification period.

4.2.6 If more than one qualified faculty member on lay-off applies to fill an available position or vacancy, the applicant having the greatest seniority shall be offered the position or vacancy.

4.2.7 A continuing contract status laid-off faculty member's right to recall shall terminate after three years of lay-off.

4.3 Lay-Off - Non-instructional

4.3.1 Whenever necessary to decrease the size of the full-time non-instructional staff by lay-off, the College first will attempt to prevent lay-offs through internal transfers within each department and/or filling out-of-loads within each department of any non-instructional jobs available. If any non-instructional staff are unable to obtain sufficient work
for a full-time assignment, the College, upon the recommendation of the President, may cause the necessary number of non-instructional members, beginning with those serving probationary periods, to be placed on lay-off without pay, but only in inverse order of their accrued College seniority.

4.3.2 When circumstances shall be appropriate, each non-instructional staff member placed on lay-off as aforementioned shall be recalled in inverse order of his/her placement on lay-off when a position for which he/she is qualified is available.

4.3.3 Such recall shall not result in loss of status or credit for previous years of active service.

4.3.4 The College shall notify qualified non-instructional staff members on lay-off of available positions or vacancies by certified mail at the employee's last known address. Those non-instructional staff members who are notified will have fifteen (15) calendar days from the date of notification to report for work. The College may make temporary appointments to fill a vacancy during the fifteen (15) day notification period.

4.3.5 If more than one qualified non-instructional staff member on lay-off applies to fill an available non-instructional position or vacancy, the applicant having the greatest seniority shall be offered the position or vacancy.

4.3.6 A continuing contract status laid-off non-instructional staff member's right to recall shall terminate after three (3) years of lay-off.

4.4 Acquiring Seniority

4.4.1 A new employee shall be regarded as a probationary employee and shall establish seniority after the first three years of employment with the College, and if retained thereafter shall be placed upon the seniority list from the initial date of full-time employment.

4.4.2 Seniority shall continue to accrue during paid leave of absence, reductions in staff (up to three (3) years) and for involuntary military service which may be required by the applicable laws of the United States.

4.4.3 Seniority shall not accrue during non-paid leave of absence as established in Article IX, Section 9.3.
ARTICLE V
GRIEVANCE PROCEDURE

5.1 Any member of the bargaining unit or the Association may file a
grievance in any dispute over alleged violations, terms of employment,
misinterpretations, or misapplication of any provision of this agree-
ment or any policies, rule, order, or regulation of the College or its
agents. The member may elect to have a representative of the Associa-
tion with him/her at any stage of the grievance procedure or he/she
may choose to process the grievance and have it fully adjusted without
the intervention of the Association, as long as the adjustment is not
inconsistent with the terms and conditions of this agreement.

5.2 No restraining, coercive, discriminatory or retaliatory action of any
type shall be taken against a member of the bargaining unit by any
supervisor because of the member's desire to file, the institution of,
or participation in a grievance.

5.3 All time limits herein shall consist of normal working days. Time
limits may be extended only with the written consent of the College
and the aggrieved party or the Association.

5.4 Procedure

5.4.1 Step One:
The aggrieved party shall present his or her grievance
informally to his/her respective department chairperson or,
in the case of non-instructional employees, to his/her
supervisor, in an attempt to resolve the grievance.

5.4.2 Step Two:
If the grievance cannot be resolved at Step One, it shall
be reduced to writing and for non-instructional employees,
the written grievance shall be submitted to the employee's
immediate supervisor within five (5) days. For faculty,
the written grievance shall be submitted to the Academic
Dean of the College within five (5) days. The grievance
shall state the basis for grievance and the remedy sought.
A copy of the grievance shall be supplied to the Association.
The Academic Dean or supervisor shall, within five (5) days
after receipt of the written grievance, meet with the
Grievance Committee to resolve the grievance. The aggrieved
party may at his/her option be present at the meeting. If
he/she elects not to be present, he/she has waived his/her
right to require another Step Two meeting. The College
shall, within seven (7) days following the meeting, communi-
cate its decision in writing together with the supporting
reasons for the decision, to the Grievance Committee.
5.4.3 Step Three:
In the event the aggrieved party is not satisfied with the decision at Step Two, he/she may, within (5) days of receipt of the decision, present an appeal in writing to the President of the College. With this appeal, he/she shall present a copy of the original grievance and a copy of the reply received at Step Two. Within ten (10) days after delivery of the appeal, the President will arrange and conduct a meeting of the parties involved in the grievance. The time of the meeting will be mutually agreeable to both parties. The meeting will be held at a place mutually acceptable to all concerned parties. The President shall render his/her decision with supporting reasons to the Grievance Committee in writing within ten (10) days after the hearing.

5.4.4 Step Four:
In the event the Faculty Association is not satisfied with the decision at Step Three, it may take an appeal of the matter to an impartial arbitrator. If the parties cannot agree on the arbitrator within five (5) days, the arbitrator shall be selected from the American Arbitration Association under, and in accordance with, the rules thereof.

Costs for arbitration will be shared equally by the College and the Association. Expenses for witnesses shall be borne by the parties that call them. The decision of the arbitrator shall be final and binding upon both parties.

5.5 Failure at any step of the grievance procedure of the College to communicate the decision on a grievance within the specified time limits shall be interpreted as the College awarding the grievance and remedy as sought by the aggrieved party. If the grievant does not proceed within the time limits defined herein, the grievance will terminate.

5.6 It is agreed that the College, the aggrieved party, and the Association shall be furnished with any information in the possession of, or available to, any of the parties or any of its officers which is necessary for the processing of any grievance or complaint. Any out-of-pocket cost associated with obtaining or compiling the requested information shall be borne by the requesting party. The parties agree that this right for information shall not be used by any of them to harass the other.

5.7 The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement.

5.8 The arbitrator shall take his/her best effort to rule on the cases heard within twenty-one (21) days after the hearing. Priority shall be given discharge cases and the arbitrator shall make his/her best effort to decide these cases within fourteen (14) days after the hearing.
ARTICLE VI

CONDITIONS OF EMPLOYMENT

6.1 Services of faculty members are contracted for an academic year composed of three (3) quarters with the provision that extra compensation, as provided for in 8.3, is to be paid if the faculty member chooses to teach during the summer quarter, and if the College chooses to make a class available. Non-instructional personnel employed as Assistant Librarian are contracted for ten (10) months (September 1 - June 30) with the provision that extra compensation at their regular rate is to be paid if the Assistant Librarian chooses to work during the summer, and if the College chooses to make such work available.

Non-instructional personnel employed as recruiter/admissions counselors and placement specialists, employed on September 1, 1978, are contracted for a twelve (12) month period (July 1 - June 30). Non-instructional personnel hired after September 1, 1978, shall be contracted for a ten (10) month period (September 1 - June 30), or a twelve (12) month period (July 1 - June 30), with the provision that extra compensation, at their regular rate, is to be paid if he/she (for ten (10) month personnel) chooses to work during the eleventh (11) or twelfth (12) month, and if the College chooses to make such work available.

6.1.1 Non-instructional members of the bargaining unit shall work from eight to five, Monday through Thursday, and from eight to four on Friday; provided, however, that if hours of work are assigned outside of the above, the employee will take compensating time off as agreed to by the employee and his/her supervisor or, in the absence of such agreement, as designated by the College. If, at the end of any calendar quarter, the number of hours worked by such non-instructional employee shall exceed 39 in any week of that calendar quarter, the employee will be paid for such time at the rate of time and a half for all hours in excess of 39.

6.1.2 Non-instructional members of the bargaining unit will be entitled to vacation with pay as provided herein. After the first year of employment, through the fourth year, non-instructional employees will be entitled to two (2) weeks of vacation per year with pay. Thereafter, such employees will be entitled to three (3) weeks vacation with pay per year. In addition to the above, all non-instructional employees shall be entitled to approximately one (1) additional week of vacation with pay during the Christmas break. The scheduling of vacations shall be jointly worked out between the employee and his/her immediate supervisor.

6.2 Faculty members appointed on the academic year salary schedule and other faculty members so designated shall be available for duty during the academic year in accordance with the academic calendar except for such released time as is approved by the College or specified elsewhere in this contract.
6.3 Full-time faculty shall be given preference in teaching assignments and part-time faculty will only be used in the event that a full-time faculty member is not available for the course being offered (including summer term). In no case will the position be filled using part-time faculty members until the full-time faculty members have an opportunity to accept or decline the class. Governmental programs such as WIN and CETA classes shall be excluded from this provision. However, the College reserves the right to make teaching assignments and determine class size, and it recognizes that it may consult with the department chairperson on these matters.

6.4 In addition to the general faculty meeting scheduled in the Fall quarter and the Winter quarter, the College may, at its option, schedule two (2) additional general faculty meetings without prior approval of the Association. The Educational Policy Committee shall schedule and arrange a minimum of three (3) faculty meetings for the purpose of in-service training during each academic year. No more than one (1) meeting, as provided for in this section, per month shall be scheduled by the College or the Educational Policy Committee without the prior approval of the Association. Meetings, as provided for in this section, will be scheduled on normal working days. Non-instructional employees will attend all meetings called by their supervisors. Such meetings shall be scheduled only during normal working hours.

6.5 General faculty meetings are planned by the Academic Dean of the College. In general, these deal with matters of instruction, professional problems, and general educational philosophy and practice. All faculty members are required to attend. Absence from a general faculty meeting, unless for good cause or with prior approval by the Academic Dean, will result in the forfeiture of one half-day's pay computed at the rate of 1/2 of 1/180 of the member's base salary.

6.6 The unexcused absence of a bargaining unit member upon the day immediately preceding or immediately following a regularly scheduled holiday will result in the forfeiture of one day's pay computed at the rate of 1/180 of the member's base salary.

6.7 Any new member of the bargaining unit shall become a member of the Association within thirty (30) days of employment with the College and shall remain a member of the Association to the extent of paying dues as a condition to continued employment with the College. Failure to comply with the above provision is reasonable or just cause for dismissal.

6.8 Necessary mileage shall be reimbursed at the rate established by the Internal Revenue Service for tax purposes. The established rate will become effective September, 1982, and thereafter, January of the year the rate becomes effective.

6.9 Current practice for necessary expense reimbursement shall be continued.
ARTICLE VII
PROBATION AND CONTINUING CONTRACT

7.1 Effective with the date of this agreement, a new employee of the College falling within the bargaining unit will be given a quarterly contract and placed on probation for three (3) years. Non-renewal of the probationary contract is not subject to the grievance procedure except for procedural violations. Except in case of serious incompetence or serious misconduct, a dismissed probationary employee shall receive full compensation for his/her current quarterly contract. The determination of "serious incompetence" is the sole responsibility of the Evaluation Team and must be unanimous.

7.2 On successfully completing his/her probationary period, the new appointee shall be given continuing contract status. This continuing contract status shall be automatically renewed annually on or before April 15, except when canceled through the dismissal procedures of this agreement.

7.3 Probationary Evaluation

7.3.1 The Academic Dean will assemble an evaluation team for each new faculty member of the bargaining unit on probation on or before January 15 of the first year of probation, and on or before November 15 of the second year. The evaluation team shall consist of three (3) people and shall include the Academic Dean, the department chairperson, and a non-probationary faculty member selected by the Academic Dean and the department chairperson.

7.4 Subject of Evaluation: Areas which the committee may wish to include in the evaluation process are effective teaching, scholarly achievement, special contributions to the institution, committee work, or other activities clearly related to his/her total involvement in and responsibilities to the College.

7.5 The department chairperson shall call a meeting of the evaluating committee and the member of the bargaining unit being evaluated on or before January 30 of the first year of probation and November 30 of the second year of probation and November 30 of the third probation year. At the first meeting, the evaluation committee will agree upon the methods and time schedules to be used. A record of all work by the team shall be prepared and preserved in writing and shall be included with its final appraisal of the professional effectiveness of the faculty member being evaluated.

7.6 The evaluation must be completed by February 28 of each year of probation. It shall be signed by all members of the committee. The report must contain:
(1) A statement of the methods and procedures used in the evaluation.

(2) Who participated, and when.

(3) The appraisal of the member's professional effectiveness.

The faculty member being evaluated will receive a copy, his/her department chairperson will receive a copy, and a third copy will be placed in his/her personnel file.

7.7 The probationary faculty member shall have the right to answer the evaluation report in writing. His/her reply shall become part of the committee report.

7.8 If the probationary faculty member is considered inadequate in some area, such inadequacies shall be set forth in a memorandum in specific terms. This will be separate from the evaluation report.

7.9 The probationary faculty member shall, within ten (10) calendar days of receipt of the memorandum of inadequacies, meet with the evaluation committee to discuss a plan to correct the inadequacies. The intent of this meeting is to assist the probationary faculty member in correcting any inadequacies that may have been revealed during the evaluation. If the probationary faculty member disagrees with the evaluation, or wishes to explain information contained in the evaluation, he/she may prepare a response to the evaluation. The response shall be attached to all copies of the evaluation and become an official part of that record.

7.10 The third report by the evaluating committee will include a recommendation for continuing contract status or a recommendation for separation from the institution at the conclusion of probation.

7.11 A copy of the recommendation shall be delivered to the member evaluated on or before March 5.

7.12 If the evaluation team recommends separation from the College, the department chairperson will forward the recommendation to the Academic Dean on or before March 15.

7.13 The immediate supervisor of each non-instructional employee will evaluate such employee on or before January 15 of each year while on probation. If the evaluation shows serious flaws in the employee's performance, which might lead to non-renewal, the Association shall appoint another employee (non-instructional if available and qualified) to join with the immediate supervisor to conduct a second evaluation. The team shall develop a program for improvement, with a timetable for implementation. The team shall conduct a follow-up evaluation. A copy of all evaluations will be given to the employee and an opportunity to reply will be provided.
7.14 Continuing Contract Status:

7.14.1 A member of the bargaining unit who successfully completes the probationary period will be granted continuing contract status.

7.14.2 A member of the bargaining unit who has attained continuing contract status will continue to be employed annually unless specific charges are placed against him/her, including a request for dismissal from the College. If such a charge is placed the procedures for due process shall begin as specified in Article IV of this agreement, but his/her right to his/her present contract, or the succeeding one, shall not be infringed until dismissal procedures have been undertaken and final action by the College has been delivered to him/her in writing. After final action by the College, he/she has the right to proceed under the provisions of Article V.

7.14.3 A probationary staff member shall not have recourse to the grievance procedure for alleged grievances arising from discharge under this article except for alleged procedural violations.

7.15 Student written evaluations of continuing contract faculty members may occur once a year without the consent of the faculty member involved.

7.16 It is understood that probationary employees currently covered by the July 1, 1978 - June 20, 1982, agreement will not be affected by the probationary articles of the new agreement.

ARTICLE VIII

SALARY COMPUTATION

8.1 The total salary any member of the bargaining unit earns annually, including any payment for overload, overtime, or supplemental assignment, including payment for credit by examination and directed study, shall be the salary figure used for contributions and calculations relative to all fringe benefits such as retirement, insurance, etc.

8.2 The Master Agreement shall constitute the contract for all members of the bargaining unit.

8.2.1 Each new employee shall be placed on the respective salary schedule applying to his/her job according to the number of years of experience credited for salary purposes by the College.
8.2.2 Upon completion of each year on the first of the month following the date of hire, the employee shall advance to the next step as provided in the appropriate salary schedule.

8.2.3 Effective September, 1982, February, 1983, and September, 1983, faculty members of the bargaining unit will remain on their 1981-82 salary step and will be given a salary increase as indicated on the appropriate schedule identified as Appendix I of this agreement.

Effective February, 1984, faculty members of the bargaining unit will receive a salary increase by advancing to the next step on the appropriate salary schedule identified as Appendix I of this agreement.

Effective September, 1984, February, 1985, and September, 1985, faculty members covered by this agreement will remain on the February, 1984, salary step and will be given a salary increase as indicated on the appropriate salary schedule identified as Appendix I of this agreement.

Effective February, 1986, faculty members of the bargaining unit will receive a salary increase by advancing to the next step on the appropriate salary schedule identified as Appendix I of this agreement.

8.2.4 Non-instructional Employees:

Effective July, 1982, January 1983, and July, 1983, non-instructional employees of the bargaining unit will remain on their 1981-82 salary step and will be given a salary increase as indicated on the appropriate schedule identified as Appendix II of this agreement.

Effective January, 1984, non-instructional employees covered by this agreement will receive a salary increase by advancing to the next step on the appropriate salary schedule identified as Appendix II of this agreement.

Effective July, 1984, January, 1985, and July, 1985, non-instructional employees covered by this agreement will remain on their January, 1984, salary step and will receive a salary increase as indicated on the appropriate salary schedule identified as Appendix II of this agreement.

Effective January, 1986, non-instructional members of the bargaining unit will receive a salary increase by advancing to the next step on the appropriate salary schedule identified as Appendix II of this agreement.
8.3 Summer Employment

Faculty members who are employed during the Summer Quarter shall be paid $950.00 per four (4) credit hours, effective with the summer of 1983. Effective with the summer of 1985, the rate shall be $1,000.00 per four (4) credit hours. For all credit hours in excess of sixteen (16), the rate shall be $750.00 for four (4) credit hours.

8.3.1 If a department chairperson teaches and performs the department chairperson duties during the summer, he/she shall be paid an additional $950.00 for performing their department chairperson responsibilities during the summer, effective with the summer of 1983. Effective with the summer of 1985, the rate shall be $1,000.00.

8.3.2 Subject to the right of the College to schedule classes, the right to teach in the summer session shall be governed by seniority within the department involved. Seniority as applied herein is accrued on a term basis.

8.4 Overload Rate

Faculty members who teach overload shall be paid $800.00 per four (4) credit hours of overload (department chairpersons - credit hours in excess of twelve (12) and other faculty - credit hours in excess of sixteen (16).

8.5 If this contract is not re-opened pursuant to Article XV, the College and the Association shall negotiate a new salary schedule to become part of this agreement.

ARTICLE IX

FACULTY BENEFITS

9.1 Sick Leave:

9.1.1 Sick leave will be granted by the College to members of the bargaining unit who have been employed by the College for at least two (2) calendar years, for absence due to illness or accident, for a period not to exceed three (3) months at their regular salary, and for a period not to exceed an additional three (3) months at 80% of their regular salary during the academic year, except for those on twelve (12) month contracts.

9.1.2 Effective with the date of this agreement all new members of the bargaining unit who have not completed two years of service will be entitled to a period of not to exceed two weeks at full pay for any illness or accident which they sustain.
9.1.3 Sick pay will be computed on the basis of the salary level which the employee was on when the leave commenced. In addition to the salary benefits, as herein provided, the College further agrees to pay all fringe benefits during said period of disability, including, but not limited to hospitalization, retirement and insurance benefits.

9.1.4 The College reserves the right to require an additional medical report as often as deemed necessary during said period of disability. The College agrees that this right will not be exercised in any case to harass a member of the bargaining unit.

9.1.5 Any disability deriving from pregnancy including child-bearing, recovering from child-bearing, miscarriage or abortion, will be treated as provided for by law.

9.1.6 For the purposes of this portion of the contract, disability arising from self-inflicted injury will not qualify for benefits.

9.1.7 Employees who are absent because of illness or physical disability will report the absence to the Academic Dean's office in advance of the next assigned obligation.

9.2 Personal Leave:

Personal leave with full pay will be allowed for each death in the immediate family. Family is understood to mean father, mother, parents-in-law, siblings, siblings-in-law, wife, husband, or natural or adopted children of the bargaining unit member. In exceptional cases, additional days with pay may be allowed at the College's discretion.

9.3 Unpaid Leaves of Absence:

9.3.1 A leave of absence of up to two (2) years may be granted to any faculty member, or assistant librarian, upon application, for the purpose of advance study related to his/her position at the College, or work in industry related to his/her area. The College may extend such leave beyond the two-year limit if it so desires. Upon return from such leave of one year or more, the employee shall be given one year's advancement on the salary schedule on his/her anniversary date.

9.3.2 Maternity Leave:

A leave of absence, without pay, shall be granted a member of the bargaining unit for the purpose of maternity as follows:
A member of the bargaining unit shall be granted, upon request, a leave to begin at any time during her pregnancy, and to continue up to one year or until the end of the quarter in which the leave expires unless said leave terminates during a quarter, in which case the bargaining unit member will continue the leave until commencement of the next College quarter, providing she meets the following conditions:

a) Said member of the bargaining unit notifies the College in writing of her desire to take such a leave.

b) Except in case of emergency she shall give such notice at least 30 days prior to the date on which her leave is to begin.

c) Such notification shall include a physician's statement certifying her pregnancy.

A member of the bargaining unit who is pregnant may continue in active employment as late into pregnancy as she desires providing that she determines that she is physically able and her physician determines that she is medically able.

9.3.3 A person returning from leave of absence may be placed in the position he/she vacated or another position within the bargaining unit according to the best interests of the College.

9.3.4 Other Leaves:

A personal leave for 90 days may be authorized by the appropriate Dean, or Vice President. Leaves up to one year may be authorized by the President of the College.

9.4 Professional Improvement

Release time and reimbursement for professional improvement shall be granted as provided in the Instructors Policy Manual.

9.4.1 Faculty schedules are to be arranged wherever possible to allow faculty members to attend classes at other institutions of higher education.

9.5 Health/Hospitalization

Effective November 1, 1982, the College shall provide without cost to the employee, Messa Super Med I health hospitalization protection for each member of the bargaining unit and his/her eligible dependents. The College will also pay the deductible medical and hospital costs of the plan.
9.5.1 Effective November 1, 1982, the College shall provide, without cost to the employee, MESSA Intermediate Division Plan for each member of the bargaining unit and her eligible dependents.

9.6 Public Liability Insurance

The College shall provide each employee with comprehensive public liability insurance in an amount no less than $100,000 for each occurrence or accident. Coverage shall be sufficiently broad to protect staff members involved in extra-curricular activities carried on directly or indirectly under the auspices of the College or its representatives and shall include protection against risk of injury from unusual hazards incident to supervising activities such as athletics.

9.7 Long Term Disability Insurance

The College shall provide bargaining unit members who have been employed by the College for at least two (2) calendar years, without cost to the employee, an insurance plan for the salary continuation in the event of sickness or accident, such plan to be provided by M.E.S.S.A. Benefits shall begin upon the 181 calendar day of said sickness or accident and continue at 66-2/3% of the employee's salary subject to a maximum monthly benefit of $2,000.

9.8 Worker's Compensation

The College shall provide Worker's Compensation coverage for each employee while on College business, and while traveling to and from campus on said business.

9.9 Retirement

9.9.1 Upon 90 days' written notice of intent, early retirement may be granted to any employee. All rights to T.I.A.A. and CREF shall be fully vested upon said retirement.

9.9.2 An employee's normal retirement age shall be at the end of the Spring Quarter in the year in which he/she attains the age of 70; provided, however, that if his/her birthday occurs on or after September 1 of that year, his/her normal retirement age will be the end of the following Spring Quarter. An employee may continue his/her employment after normal retirement date on a quarter to quarter basis, at the option of the College.

9.9.3 The College shall pay to the credit of the employee a sum equivalent to 5% of the employee's salary into a tax-deferred annuity retirement fund (TIAA-CREF). Such contributions shall commence beginning at the end of second year of employment with the College. Deposit shall be made on a monthly basis. The employee shall have the right, in addition to the contributions deducted or reduced from his/her pay as
appropriate and deposited in his/her name to the TIAA-CREF Retirement Fund. Probationary employees may contribute to the plan after the first year of service if they so desire.

9.10 Loan Fund

The College shall maintain an emergency loan fund of up to $200 which shall be available upon approval of the Business Office for a period not to exceed 30 days at no interest.

9.11 Bookstore

Prices to employees at the College bookstore shall be as listed, less 10%.

9.12 Group Life Insurance

The College shall provide group term life insurance (AD&D) in the amount of $10,000 for each member of the bargaining unit under the age of 65 and $6,600 of insurance for employees 65 and over, provided such insurance is limited to the individual employee and is without waiver of premium. Such coverage shall continue in effect on a twelve (12) month per year basis. The coverage shall commence at the end of the second year of employment with the College.

ARTICLE X

DUES DEDUCTION AND PAYROLL

10.1 Any member of the bargaining unit who is a member of the Association, or who has applied for membership, may sign and deliver to the Business Office an assignment authorizing deduction of membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and August 1 of any year. Pursuant to such authorization, the College shall deduct one-tenth (1/10) of such dues from the regular salary check of the employee for a period of ten (10) such salary checks, beginning in September. Deductions for employees employed after the commencement of the academic year shall be appropriately pro-rated to complete payments by the following June.

10.2 Upon appropriate written authorization from the employee, the College shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, charitable deductions, or any other plans or programs jointly approved by the Association and the College.

10.3 Checks for the employees will be issued as follows: A basic ten-pay-period plan is in operation, with a twelve-pay option for those employees who desire to exercise that option. Employees who prefer the twelve-pay-period option must so notify the Business Office in
writing prior to September 1; otherwise, they will be carried on the ten-pay plan. Employees contracted for a twelve-month period shall be paid on a twelve-pay-period plan.

Both the ten-pay-period plan and the twelve-pay-period option will start payments for employees on the 25th day of September, and on the 25th day of each month thereafter for ten or twelve months, depending upon the pay plan selected by the employee, except all employees contracted for a twelve-month period, payment will start the 25th of July and on the 25th day of each month thereafter.

The June and December pay shall be paid as early as the College can conveniently arrange prior to the 25th of the month. If a change in the method of payment is desired for subsequent years, it will be the responsibility of the individual, without further notice, to so advise the Business Office in writing, prior to September 1.

10.4 Employees who work during summer school sessions will be paid in two equal amounts on July 25 and August 25.

ARTICLE XI

FACULTY RESPONSIBILITIES

The faculty is expected to participate in many phases of the campus program. Instruction, however, in its broadest interpretation, is the primary concern of the faculty. It is the responsibility of the College to meet this major function with a well-conceived and well-executed program.

(1) The department chairperson is delegated the responsibility for department class schedules, staff meetings, and general coordination of the work of the department and its personnel, as provided by department criteria.

(2) To the faculty member is given the responsibility for a high level of instruction in his/her classes. He/she is expected to cooperate on instructional matters with other members of his/her department and the College, and to cooperate with other departments of the College.

11.1 Each department should establish machinery for assigning teaching loads in accordance with a formula suited to its own needs, but based on the principle that teaching loads should not exceed the number of contact hours set forth in the operating criteria for AICS.

11.2 In cases of special problems or differences of opinion on equitable assignment of academic loads, the department chairperson and the Academic Dean should endeavor to resolve the problems or differences initially through conference.

11.3 Instructors' teaching loads shall consist of sixteen (16) credit hours.
Members of the faculty will be available for student consultations a minimum of eight (8) hours per week. A schedule of these hours will be posted no later than the first week of each quarter.

Subject to the approval of the College and at the College's option, full-time faculty shall have preference for one four (4) credit hour class over and above his/her regular load. (Department chairpersons, 12 credit hours; other faculty, 16 credit hours).

Course subject matter should be covered as completely and professionally as possible. Classes should be started promptly and continued for the full allotted time (including the first class meeting). If, in the judgment of the faculty member, it becomes necessary to cancel or dismiss a class, the faculty member must notify the Academic Dean or his designee prior to taking the action. The Academic Dean may disapprove such action only when such action is unreasonable or unjustified. If the Academic Dean or his/her designee is not available, the faculty member may cancel or dismiss the class at his/her discretion, but must notify the Academic Dean no later than the following day.

ARTICLE XII

CREDIT BY EXAMINATION AND INDEPENDENT STUDY

Certain courses described in the College Bulletin are offered for credit by examination or independent study. The Academic Dean will offer these opportunities for credit to those faculty members who indicate an interest in performing such assignments.

Faculty members shall be paid sixty ($60.00) per course for each examination prepared and administered to a student applicant for credit by examination or independent study.

ARTICLE XIII

COLLEGE FUNCTIONS

Each member of the bargaining unit is required to attend faculty meetings, in-service programs, and commencement. For commencement, the attending members of the bargaining unit appear in academic garb, to be furnished by the College. Absence from any function without good cause or prior approval of the Academic Dean will result in a dockage of 1/2 of 1/180 of the member's base salary.

Each faculty member is encouraged to participate in the extra-curricular life of the College in some activity that is of interest to him/her in which he/she may have had special training or experience.
ARTICLE XIV

EMPLOYEE FACILITIES

14.1 The College shall continue to provide free adequate, paved, lighted, off-street parking conveniently located to the College.

14.2 The College shall provide office space for each staff member. Each office shall be equipped, furnished and lockable. Such equipment shall include, but not be limited to: Desk, chairs, file cabinet, and bookshelves. At the College's option, a typewriter may be provided when available.

ARTICLE XV

TERMINATION OF AGREEMENT

15.1 The Articles and Appendices contained herein constitute the entire agreement between the Detroit College of Business and the Detroit College of Business Faculty Association, signed by representatives of the College and the Association, and it is understood that the terms and agreement are binding upon both parties. This contract may not be re-opened during the life of the contract except by mutual consent of the College and the Association. Such mutual consent would be on the specific issues agreed to be negotiated.

15.2 This agreement is subject in all respects to the laws of the State of Michigan and the United States. In the event that any provision of this agreement shall at any time be held contrary to law by a court of competent jurisdiction, such provision shall be void and inoperative. All other provisions of this agreement shall continue in effect.

15.3 The College will not lock out members of the bargaining unit during the term of this agreement. Under no circumstances will the Union cause or permit to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, or slowdown in any department of the College, or any picketing or patrolling during the term of this agreement. In the event of work stoppage, picketing, patrolling, or other interruption of the College's operation, the College shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or interruption until that stoppage or interruption has ceased.

15.4 This agreement shall remain in full force and effect through the 30th of June, 1986, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60) day prior to expiration, serve a written notice on the party of a desire to terminate, modify or change this agreement. Such notice shall be sent by registered mail to the other party and shall specify the change desired.
DETROIT COLLEGE OF BUSINESS

Frank Paone
Samuel J. Gibson
Michael Kaysserian

DETROIT COLLEGE OF BUSINESS FACULTY ASSOCIATION

Ronald J. Bartson
John V. Daniels
Joseph Cusmano

Date: September 29, 1982
## APPENDIX I

### Faculty Salary Schedule

**September 1982**

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**Supplemental Pay:**

- Athletic Director $900.00
- Advisors - If the College reinstates Advisors, they shall negotiate their supplemental pay rate with the Association.
# APPENDIX I

## Faculty Salary Schedule

**September 1983**

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**Supplemental Pay:**

Same as on 1982-83 Schedule.
# APPENDIX I

## Faculty Salary Schedule

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Supplemental Pay:
Same as 1982-83 Schedule.
APPENDIX I
Faculty Salary Schedule
September 1985

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Supplemental Pay:
Same as 1982-83 Schedule.
## APPENDIX II

### Non-instructional Salary Schedule

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APPENDIX III

1982-83 College Calendar

Fall 1982

Faculty Meeting .................................................. Sunday, September 19
Registration ......................................................... Monday, September 20 - Friday, September 24
First day of class .................................................. Saturday, September 25
Mid-quarter grades due .............................................. Monday, November 8
Thanksgiving recess ................................................. Thursday, Friday, Saturday, November 25, 26, 27
Final exams
   Day ................................................................. Wednesday, Thursday, Friday, Saturday, December 8, 9, 10, 11
   Evening ......................................................... Tuesday, Wednesday, Thursday, Saturday, December 7, 8, 9, 11

Winter 1983

Faculty Meeting .................................................. Sunday, January 2
Registration .......................................................... Monday, Tuesday, Wednesday, January 3, 4, 5
First day of class .................................................. Thursday, January 6
Mid-quarter grades due .............................................. Monday, February 14
Final exams
   Day ................................................................. Wednesday, Thursday, Friday, Saturday, March 16, 17, 18, 19
   Evening ......................................................... Tuesday, Wednesday, Thursday, Saturday, March 15, 16, 17, 19

Spring 1983

Registration .......................................................... Monday, Tuesday, March 28, 29
First day of class .................................................. Wednesday, March 30
Easter recess .......................................................... Friday, Saturday, Monday, April 1, 2, 4
Mid-quarter grades due .............................................. Monday, May 9
Memorial Day recess .................................................. Monday, May 30
Final exams
   Day ................................................................. Wednesday, Saturday, Monday, Tuesday, June 8, 11, 13, 14
   Evening ......................................................... Thursday, Saturday, Monday, Tuesday, June 9, 11, 13, 14
Commencement .......................................................... Saturday, June 18

Summer 1983 (8-week term)

Registration .......................................................... Monday, June 27
First day of class .................................................. Tuesday, June 28
Independence Day recess ........................................... Monday, July 4
Mid-quarter grades due .............................................. Monday, July 25
Final exams .......................................................... Thursday, August 18, & Monday, August 22
APPENDIX III

1983-84 College Calendar

Fall 1983

Faculty Meeting ........................................... Sunday, September 18
Registration ............................................. Monday, September 19 - Friday, September 23
First day of class ......................................... Saturday, September 24
Mid-quarter grades due ................................. Monday, November 7
Thanksgiving recess ................................. Thursday, Friday, Saturday, November 24, 25, 26
Final exams
Day ........ Wednesday, Thursday, Friday, Saturday, December 7, 8, 9, 10
Evening .... Tuesday, Wednesday, Thursday, Saturday, December 6, 7, 8, 10

Winter 1984

Registration ............................................. Monday, Tuesday, Wednesday, January 2, 3, 4
First day of class ....................................... Thursday, January 5
Faculty Meeting ......................................... Sunday, January 8
Mid-quarter grades due ................................. Monday, February 13
Final exams
Day ........ Wednesday, Thursday, Friday, Saturday, March 14, 15, 16, 17
Evening .... Tuesday, Wednesday, Thursday, Saturday, March 13, 14, 15, 17

Spring 1984

Registration ............................................. Monday, Tuesday, March 26, 27
First day of class ...................................... Wednesday, March 28
Easter recess ............................................ Friday, Saturday, Monday, April 20, 21, 23
Mid-quarter grades due ............................... Monday, May 7
Memorial Day recess ................................... Monday, May 28
Final exams
Day ........ Wednesday, Saturday, Monday, Tuesday, June 6, 9, 11, 12
Evening .... Thursday, Saturday, Monday, Tuesday, June 7, 9, 11, 12
Commencement ........................................... Saturday, June 16

Summer 1984 (8-week term)

Registration ............................................. Monday, June 25
First day of class ..................................... Tuesday, June 26
Independence Day recess .............................. Wednesday, July 4
Mid-quarter grades due ............................... Monday, July 23
Final Exam ............................................... Thursday, August 16, & Monday, August 20

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APPENDIX III

1984-85 College Calendar

Fall 1984

Faculty Meeting ........................................... Sunday, September 16
Registration ........................................... Monday, September 17 - Friday, September 21
First day of class ........................................... Saturday, September 22
Mid-quarter grades due ................................... Monday, November 5
Thanksgiving recess ...................................... Thursday, Friday, Saturday, November 22, 23, 24
Final exams
   Day ......... Wednesday, Thursday, Friday, Saturday, December 5, 6, 7, 8
   Evening ....... Tuesday, Wednesday, Thursday, Saturday, December 4, 5, 6, 8

Winter 1985

Registration ........................................... Wednesday, Thursday, Friday, January 2, 3, 4
Faculty Meeting ........................................... Sunday, January 6
First day of class ........................................... Saturday, January 5
Mid-Quarter grades due ................................... Monday, February 11
Final exams
   Day ......... Saturday, Monday, Tuesday, Wednesday, March 16, 18, 19, 20
   Evening ....... Thursday, Saturday, Monday, Tuesday, March 14, 16, 18, 19

Spring 1985

Registration ........................................... Monday, Tuesday, April 1, 2
First day of class ...................................... Wednesday, April 3
Easter recess ........................................... Friday, Saturday, Monday, April 5, 6, 8
Mid-quarter grades due ................................... Monday, May 13
Memorial Day recess ..................................... Monday, May 27
Final exams
   Day ......... Wednesday, Saturday, Monday, Tuesday, June 12, 15, 17, 18
   Evening ....... Thursday, Saturday, Monday, Tuesday, June 13, 15, 17, 18
Commencement ........................................... Saturday, June 22

Summer 1985 (8-week term)

Registration ........................................... Monday, July 1
First day of class ..................................... Tuesday, July 2
Independence Day recess ................................ Thursday, Friday, July 4, 5
Mid-quarter grades due ................................... Monday, July 29
Final exams ........................................... Wednesday, Thursday, August 21, 22
APPENDIX III

1985-86 College Calendar

Fall 1985

Faculty Meeting
Registration
First day of class
Mid-quarter grades due
Thanksgiving recess
Final exams
  Day . . . Wednesday, Thursday, Friday, Saturday, December 4, 5, 6, 7
  Evening . . Tuesday, Wednesday, Thursday, Saturday, December 3, 4, 5, 7

Winter 1986

Registration
Faculty Meeting
First day of class
Mid-quarter grades due
Final exams
  Day . . . Wednesday, Thursday, Friday, Saturday, March 19, 20, 21, 22
  Evening . . Tuesday, Wednesday, Thursday, Saturday, March 18, 19, 20, 22

Spring 1986

Easter recess
Registration
First day of class
Mid-quarter grades due
Memorial Day recess
Final exams
  Day . . . Saturday, Monday, Tuesday, Wednesday, June 14, 16, 17, 18
  Evening . . Thursday, Saturday, Monday, Tuesday, June 12, 14, 16, 17

Commencement

Summer 1986 (8-week term)

Registration
First day of class
Independence Day recess
Mid-quarter grades due
Final exams
  . . . Monday, June 30
  . . . Tuesday, June 30
  . . . Friday, July 4
  . . . Monday, July 28
  . . . Wednesday, Thursday, August 20, 21