M A S T E R A G R E E M E N T

Between

BAY de NOC COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

BAY de NOC COMMUNITY COLLEGE

TEACHERS' EDUCATION ASSOCIATION

M.E.A. Affiliate

2013-2014
2014-2015

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RECOGNITION, RIGHTS AND GUARANTEES

0001 A Master Contractual Agreement between the Board of Trustees of Bay de Noc Community College and the Teachers' Education Association (M.E.A.) affiliate for the purpose of this agreement the terms faculty, teacher, instructor, and faculty member are all synonyms for the members of the Teachers' Education Association.

0002 This Agreement entered into this 17th day of August, 2013, by and between the Board of Trustees of Bay de Noc Community College, hereinafter called the Board, and the Teachers' Association, hereinafter called the Association.

0003 WHEREAS, the Board has an obligation to negotiate with the Association as the duly recognized representative of Bay de Noc Community College teachers, but excluding all other employees of the Board of Trustees.

0004 WHEREAS, The Board and the Association have reached agreements which are confirmed in this contract.

0005 **NOW, THEREFORE, IT IS AGREED AS FOLLOWS**:

0006 Board Recognition

The Board hereby recognizes the Association as the sole and exclusive negotiating representative for all Bay de Noc Community College teachers as enumerated in paragraph 0007 of this Agreement, all of whom are collectively designated as the "bargaining unit". The term "teacher" when used hereinafter in this Agreement shall refer to all members of the designated bargaining unit and reference shall include both male and female teachers.

0007 Board Recognition

For the purpose of determining this bargaining unit only, a Bay de Noc Community College teacher shall be defined as a teacher assigned an average of fourteen (14) or more contact hours per week for a semester, or holds a full-time appointment to the College as a teacher.

A teacher, who uses the Spring and/or Summer Semesters to receive credit toward his/her maximum annual load, as provided in the contract, continues to be included in the bargaining unit. Teachers electing the off-schedule teacher's option will continue to be members of the bargaining unit. Teachers who are employed exclusively to staff projects that are

0007 Board Recognition (continued)

primarily funded by state, federal or private sources or contracted vocational classes are not included in this bargaining unit.

Teachers who are hired for one semester or less to teach technical classroom-laboratory courses which have a total of fourteen (14) contact hours or less are excluded from the bargaining unit.

Teachers who are hired as substitutes for teachers on sick leave, long-term disability, leave-of-absence or emergency leave are excluded from the bargaining unit. At the end of the semester in which the disability or leave becomes permanent, this exclusion shall not apply.

Teachers hired for one semester to teach fourteen (14) or more credits under a waiver due to special circumstances are excluded from the bargaining unit.

0007.1 Off-Schedule Teacher

If approved by the appropriate administrator, a teacher may elect to be classified for one-year periods as an Off-Schedule Teacher. At the end of each year, if mutually agreed by the appropriate administrator and the Off-Schedule Teacher, this classification may be extended. Off-Schedule Teachers are not bound by contract clauses related to hours or days but will cooperatively determine work schedules and calendar workdays with the designated administrator. It is agreed that Off-Schedule Teachers will handle their responsibilities with time contributions which, on the average, exceed minimum contract hours. Teachers electing the Off-Schedule Teacher option will continue to be members of the bargaining unit.

0007.2 Lab Assistant/Instructional Assistant

Lab Assistants and Instructional Assistants are excluded from this bargaining unit. Lab Assistants and Instructional Assistants are supervised by the instructor under the direction of the respective administrator.

0008 Sole Agent

The Board agrees not to negotiate with any teacher represented by this Association individually except for clauses which permit individual negotiation.

0009 Supersedes

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

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

0010 Changes in Current Policies

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

0011 Copies of Proposed Policy Changes

The Board will furnish the President of the Association with copies of all proposed policy or bylaw changes one week in advance of final action of such change. In cases of emergency, the Association President or designee may waive the one-week provision of this clause. Changes in procedures and practices that directly affect instruction and teaching will also be forwarded to the Association President before their implementation.

0012 Amendment

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

0013 Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and submitted to appropriate ratification procedures of the Board and the Association. At such time as it has been ratified by both the Board and the Association, it shall become part of the Agreement.

0014 Effect on Individual Contracts

Any individual contract between the institution and an individual in the bargaining unit heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this

0014 Effect on Individual Contracts (continued)

Agreement, during its duration, shall be controlling.

0015 No Strike

0015.1 During the term of this Agreement, the Association will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature. Strikes, or work stoppages shall be deemed to include, but are not limited to: slowdowns, stoppages of any kind, sit-ins, "blue-flu," or any other type of interference of any kind, whatsoever, with operations of any of the facilities, singularly or jointly, of the Employer, and picketing of any kind. The Association further agrees that it will not engage in any sanction activities or other terms of boycotts of the Employer.

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

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

0016 No Lockout

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

0017 Access to Information

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

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

0017 Access to Information (continued)

relating to Association business.

0018 Copies of Agreement

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

0019 Board Rights/Management Rights

0019.1 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association, either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

A. manage and control its business, its equipment, and its operations and to direct the working forces and affairs of Bay de Noc Community College.

B. continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.

C. the right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, determine the size of the work force and to lay off employees, but not to conflict with the provisions of this Agreement.

D. determine the services, supplies and equipment necessary to continue its operations.

E. adopt reasonable rules and regulations.

F. determine the qualifications of employees.

G. determine the number and location or relocation of its facilities, including the establishment of relocations, buildings, departments,

0019 Board Rights/Management Rights (continued)

divisions or subdivisions, buildings and other facilities.

H. determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.

I. determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

J. determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.

K. determine the policy affecting the selection, testing or training of employees, provided that such selection shall be based upon lawful criteria.

L. approve new courses and programs and terminate existing programs and courses.

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

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

Board's action leading to such difference was protected by this Article and, if so, shall deny the grievance.

0020 Meeting Rooms

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

0021 Association Business

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

0021.1 Professional Personnel and Association Leave

A. Any teacher who serves on a jury shall receive full pay less the amount paid by the court. If the service does not interfere with assigned duties, no deduction will be made.

B. Any teacher who is subpoenaed to testify in a case arising from work at Bay de Noc Community College shall suffer no loss in pay.

C. At the beginning of each school year the Association shall be credited with fifteen (15) days to be used by Association members who are officers or agents of the Association. The Association agrees to notify the appropriate administrator no less than one week in advance of taking such leave. If available, appropriate substitutes will be provided and paid for by the Association.

0022 Use of Facilities

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

The Association shall be liable for and shall promptly reimburse the Board for any damage resulting from misuse of such equipment during its use by the Association. The Association shall not make unreasonable use of College secretaries. Use of equipment or college secretaries for personal business shall be prohibited unless approved in writing by the President of the College.

0022.1 The Board shall provide space to house and to provide reasonable security for Association materials essential to Association business. In event that the Association requires office space, the Board shall provide office space on either a private or a shared basis within no more than 30 days upon written notification thereof.

0023 Official Association Representative at Board Meetings

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

0024 Association/Management Council

The President of the College shall designate two representatives from the administration or Board (one who will be a President's Advisory Council member) and one from the Association.

The President of the College may also designate an ex-officio representative from its immediate past negotiating team. The Association shall designate two representatives from its membership (one who is a member of the Association Board) and one from the administration or Board. The Association may also designate an ex-officio representative from its immediate past negotiating team. Association Management Council (AMC) appointees will serve for the duration of the current contract.

The Council shall meet as needed for discussion of problems of mutual concern, improving techniques for identifying and solving work-related problems, to present their solutions to the College President, Association President, and to monitor the implementation of approved solutions to ensure that they work.

To encourage greater continuity of understanding of the issues forwarded to the Association Management Council by the negotiating teams and the issues unsolved by the Association Management Council at bargaining time, the following provisions are included:

A written summary of all actions taken, current status and commendations for each unsolved issue shall be forwarded to the negotiating teams from the Association Management Council prior to the beginning of negotiations. A written summary of all actions taken, current status and recommendations for each designated issue shall be forwarded to the Association Management Council from the negotiating teams within 60 days after the signing of the new contract. Both the Association Management Council and the negotiating teams are encouraged to request guest appearances from members of the other when such appearances would increase understanding of the issues.

0024 Association/Management Council (continued)

The Association Management Council shall give attention to issues that need addressing that come up during the life of this contract that the council deems worthy of its deliberation.

The Association/Management Council shall submit a written summary of recommendations to both the administration (Board) and the Association for:

A. Ratification if a financial issue, or

B. Explanation if a procedural issue.

The decision of the Association/Management Council can modify the existing contract if ratified by both the College Board and the Association membership.

0025 Non-Prohibitive

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

0026 Academic Freedom

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

0026.2 While the teacher must be free to teach and live according to his/her conscience, so should the community he/she serves. The teacher must not infringe upon the freedom of those served. Students should be free to learn in an environment which includes fair and uniform grading and which is void of inappropriate harassment that originates from or is tolerated by the teacher. In addition, opinion and theory should be identified as such by the teacher.

0027 College Policies and Procedures

All teachers will be provided access to college policies and procedures through internet/intranet postings which they are expected to comply with, assist in the enforcement of, and/or support.

0028 Textbooks and Other Teaching Materials

All textbooks and other teaching materials shall be selected by the teacher except for multiple-section courses. In multiple-section courses, all teachers who teach the course shall be involved in the selection of the texts or other materials such as computer software to be used. The teachers with the assistance of the division chairperson, if needed, will select a common text or software program. All exceptions to use of common materials must be approved by the supervising dean and sent to the bookstore as needed for timely ordering and student buy-back purposes. If textbook orders are not received by those deadlines, the same text or the latest edition of the same text will be reordered for the next semester.

The Board and administration shall not be held liable for any action as a result of this clause.

0029 Distribution of Communications

Distribution of communications distributed generally to teachers by the institution, or a school within the institution, shall be supplied to the Association President at the same time.

0030 Calendar

A calendar of contract days is a part of this contract and is included in paragraph 1100.0.

0031 Curriculum

A Curriculum Committee shall be established at the beginning of the Fall semester of each new year. The committee shall consist of one full-time teacher from each division elected by the division, the Registrar (non-voting) and one administrator (voting member) appointed by the President. The Registrar shall be responsible for calling the first meeting of each academic year.

0031.1 This committee shall be advisory in nature and shall discuss and recommend matters pertaining to curriculum after they have been dealt with by division action and before they are recommended to the Administration or Board.

Upon receiving a proposal brought before the Curriculum Committee, a statement shall be forwarded by the Chairperson to the Vice President of Academic Affairs stating any concerns and recommendations or returned to the initiating teacher for modification. If a proposal is brought to the committee a third time after having been twice

0031 Curriculum (continued)

returned to the teacher for modification, after the third review by the Curriculum Committee, it must go on to the Vice President of Academic Affairs.

0031.2 The Curriculum Committee advisory responsibility will include the following:

A. any program and courses considered to be utilized for credit toward degrees or certificates.

B. changes in course numbers, content, sequence, and prerequisites that will alter the requirements of degrees and certificates.

C. changes in courses that will affect articulation.

D. continuing education courses not to be applied toward degree or certificates and programs or projects solely by state or federal funds will not be considered for review by the Curriculum Committee unless it is referred to the committee by the Administration.

0031.3 Minutes of the Curriculum Committee discussions and recommendations shall be kept, and copies shall be distributed to the Association President, Deans, President's Advisory Council (PAC) and Division Chairs.

0031.4 A copy of curriculum considerations shall be sent to the Association President prior to being referred to the Curriculum Committee.

0031.5 Curriculum action that must be taken during time periods when four or more Curriculum Committee members cannot meet shall be reviewed by the Association President or designee and the administrator responsible in the area affected.

TEACHERS, PERSONNEL, AND DIVISION PROCEDURES

0100 Proposed Class Schedule and Teaching Assignments

Definitions: The class schedule is the design and arrangement of available course sections for a given semester. Teaching assignments indicate the designation of specific faculty members assigned to teach the respective course sections.

Proposed class schedules and subsequent teaching assignments shall be developed cooperatively by the teachers of each division as a group with the administrator-in-charge. All college course schedules and teaching assignments will be reviewed by the division chair, area dean, and when

0100 Proposed Class Schedule and Teaching Assignments (continued)

applicable, the appropriate West Campus administrator before being finalized by the Vice President of Academic Affairs. The primary goal in schedule development shall be a schedule that best meets the needs of the students at the College.

Any proposed modification to the schedule and teaching assignments may be made by the designated administrator only after consultation with the teacher or teachers whose assignments would be directly affected by the modification. Teachers directly affected are only those who would have their assignments changed by the modification.

Assignment changes shall not be made arbitrarily or capriciously. Assignments at an alternate site will only be made when mutually agreeable by the teacher and administrator.

In the event that the affected teacher or teachers cannot be reached for consultation, the modification may be made and the consultations shall take place as soon as it is reasonably possible to do so.

It is agreed that the assignments or modifications of the assignments will not be used to facilitate layoffs.

0100.1 Teaching Base Load

2013-14

The assigned college teaching load of a full-time teacher shall be a maximum average of sixteen (16) credit hours or sixteen (16) contact hours per academic week. Assigned hours ("overload") beyond these maximums will be paid on a pro-rated basis (see 0103). A contact hour is defined to be eight-hundred (800) minutes of regularly-scheduled class activities.

If a teacher's class load has a combined credit/contact count of fifteen (15), they will have a base load of fifteen (15) credits/contacts. Teachers with fifteen (15) credit/contact base loads will not have staff sections used to increase their base load to sixteen (16) credit/contacts. The teacher's load will be worked out by the teacher, division chair and the area dean, and be subject to the approval of the Vice President of Academic Affairs.

2014-15

The assigned college teaching load of a full-time teacher shall be a maximum average of fifteen (15) credit hours or fifteen (15) contact hours

0100.1 Teaching Base Load (continued)

per academic weeks. Assigned hours ("overload") beyond these maximums will be paid on a pro-rated basis (see 0103). A contact hour is defined to be eight-hundred (800) minutes of regularly-scheduled class activities. The teacher's load will be worked out by the teacher, division chair and the area dean, and be subject to the approval of the Vice President of Academic Affairs.

Faculty cannot bump if a staff assignment section is cancelled. Bumping may only occur to create/maintain the required base load.

If a base load course is cancelled and requires the Faculty member to add a new class, the new class will be determined by the Dean with faculty input.

If a teacher does not have the above load, the Vice President of Academic Affairs may assign similar duties commensurate with a maximum-average load.

0100.2 When it is approved by the teacher and the Administrator-in-Charge, a teacher may receive credit toward his/her minimum required annual load during the following Fall semester rather than receiving Summer pay. The teacher shall notify the Division Chairperson and the Administrator-in-Charge, in writing, within fourteen (14) calendar days after approval.

Likewise, a teacher (following the same above procedure) may credit staff assignments or overloads in two preceding semesters toward the next semester, with the advance approval of their supervising dean, so long as all three semesters involved are within the same calendar year.

0100.3 Nursing Clinics

Unless jointly agreed to by faculty and dean, each semester a nursing instructor shall teach at least one clinical course.

0100.4 Staff Assignments

Staff Assignments during Fall and Winter semesters will be paid according to the staff assignment rate (1004.0). During the Summer sessions the Summer School Pay Schedule shall be used (1002.2). The Summer session's rate shall be determined by the academic year (Fall thru Summer) in which the first day of class occurs.

No full-time teacher shall teach more than eight (8) contact hours at the staff assignment rate per semester. Any teacher with more than eight (8)

0100.4 Staff Assignments (continued)

contact hours above their basic load will have their teaching assignment approved by the Vice President of Academic Affairs before the beginning of the semester.

If a request is made by a teacher to teach staff sections and the request is denied by the Supervising Dean, the teacher may request a meeting for review (to be held before the term starts) by the Vice President of Academic Affairs, the Supervising Dean (or another dean), the Instructor, and a representative from the Association. Reasons for limiting staff assignment shall not be arbitrary or capricious.

Each teacher in the bargaining unit shall submit to the appropriate administrator, a list of courses the Teacher is qualified to teach. The basis for the qualification shall be included with the list. If at any time thereafter, a teacher becomes qualified to teach additional staff assignments, he/she shall notify the appropriate administrator to have them included along with the basis for the qualification(s).

During the hiring process, candidates will be assessed for training and experience relative to classroom, on-line, and other modes of instruction.

Requirements for teaching on-line will be well defined and opportunities for training will be offered annually.

0100.5 Special Projects and Assignments

Special projects and assignments approved by the Administration shall be undertaken on a voluntary basis, and the pay and/or release time shall be determined by Administration at the time the assignment is initiated and shall be reevaluated each year. The Administration will communicate potential new projects to all Faculty to invite participation. Such assignments may include curricular or administrative projects by faculty or Association Officers, including the Association President.

The Administration will submit a prospective report of all upcoming special projects, release time, or additional payments and the projects to which the payments apply in July for the fall semester and in December for the winter semester. The report will go to the Association Board and the Vice President of Academic Affairs.

0101 Teacher Responsibilities

The parties recognize that the principle of professionalism does not lend itself to a fixed number of hours. Education of students is a major

responsibility of the institution. Teachers are expected to work within their contracted area of competency so that each student is challenged to achieve and learn. Teachers are expected to work professionally, honestly and respectfully with their colleagues and all college staff.

A. The teacher shall keep well-informed, with particular attention to the latest developments in his/her subject area and teaching technology. Each teacher shall teach his/her assigned courses and develop course content and appropriate instructional materials for the course he/she teaches. Each teacher will prepare and submit to the appropriate dean, yearly, an up-to-date, currently dated course syllabus for each course to be taught. Instructors will do this as soon as possible and not later than 8:00 a.m. on the Friday before the first week of the semester.

Instructors will give each student a copy of the course syllabus during the first class session. In the event the teacher did not receive advance notice that he or she would be teaching the class and, therefore, had insufficient course preparation time, the teacher will prepare and hand-out the course syllabus as soon as possible and no later than the end of the second week of classes.

The Teacher shall be involved in the planning of disciplinary and, where appropriate, inter-disciplinary programs and courses. He/she shall be expected to regularly attend scheduled college meetings and actively participate on college-wide committees, divisional meetings and advisory and hiring committees, provided these do not conflict with class assignments. Unless excused by the Administrator-in-Charge, teachers shall be expected to attend a graduation exercise annually.

B. Each teacher will serve as advisor to students. The assignment will be made on a distribution of students in terms of numbers and programs.

C. Each teacher shall fulfill routine duties and responsibilities, such as filing grade reports, book orders, equipment orders, keeping inventories up-to-date, etc., necessary for smooth operation of his/her discipline and the College. Teachers will report attendance or non-attendance as needed by the College.

D. Each teacher is responsible for fostering and maintaining a learning environment in the classroom or laboratory that is conducive to student success and safety.

0101 Teacher Responsibilities (continued)

Student behavior that detracts and/or disrupts the learning experiences of other students in the classroom or laboratory or endangers the safety of a student should not be tolerated by the Teacher. Such behavior should be addressed by the Teacher in as tactful, fair and effective a manner as possible. Remedies may include a private conference with the student, a conference with the Vice President of Academic Affairs, referral to the Vice President of Student Services, or dismissal from class.

E. Office Hours and Other Guidelines

1. Teachers shall maintain at least five (5) hours per week for consultation and advising with students. Such hours shall be in addition to his/her scheduled classes. Each teacher shall post on or beside his/her office door his/her office hours.

2. Teachers' hours are determined by their responsibilities: class schedules, meetings, workshops, etc.

3. A teacher who teaches an evening class, which ends after 9:00 p.m. as a part of his/her regular load shall not be assigned without his/her consent a class prior to 9:00 a.m. on a morning after he/she has taught an evening class.

4. With the exception of absences that qualify under Clause 0301.4, all absences and reasons for such absences from scheduled duties shall be reported promptly to the Administrator-in-Charge.

F. Teachers will support and assist in the enforcement of college policies and procedures which are not in conflict with this agreement.

G. Occupational Program Leaders Occupational program faculty with responsibilities related to AAS degree program management, advisory boards, occupational program accrediting bodies, the Program Evaluation and Review Team (PERT) process, etc. are designated Program Leaders and shall receive a lump sum stipend of $700.00, payable at the beginning of the fall semester. Administration will assign all existing occupational program faculty to Program Leader positions, based on historical assignments and practices in the occupational areas (All Business, Technology, and Allied Health Division faculty, plus the Criminal Justice, Early Childhood, and Human Services program faculty in the Social and

0101 Teacher Responsibilities (continued)

G. Occupational Program Leaders (continued)

Behavioral Sciences Division.) Occupational Program with multiple program leaders will be managed collaboratively by the assigned faculty.

Occupational Program Leader rights, duties and responsibilities include:

1. Make recommendations for program scheduling.

2. Make recommendations for staffing/hiring appropriate faculty members to teach in the program.

3. Order equipment and supplies, and oversee facilities needed for the program.

4. Facilitate meetings of other faculty in the program.

5. Coordinate Advisory Board meetings.

6. Review programs through the PERT process and make recommendations for program improvement and curriculum revision.

7. Participate in assessment of student and program learning outcomes.

8. Participate in accreditation meetings, as appropriate, and serve functions required by program accrediting bodies (for example, Lead Instructor functions in the nursing program.)

0102 Class Size Guidelines

The following maximum class size guidelines shall be observed.

On-line class sizes are covered in clause 608.

In cases where there is sufficient room capacity or stations available, additional students may be added upon the permission of the Teacher of the class.

2013-14
Lecture..... 30

0102 Class Size Guidelines (continued)

Laboratory.....Number of Stations

Lecture-Laboratory Related 75

English Composition and Speech 22

Research Writing 18

Auto Mechanics Lab 18

Welding Lab..... 18

Machine Tool Lab 18

Business Communications..... 24

Technical Report Writing..... 24

2014-15
Lecture..... 30

Laboratory.....Number of Stations

Lecture-Laboratory Related 75

English Composition
(ENGL 101,102 & 145 or eq.) and Speech 22

Auto Mechanics Lab 18

Welding Lab..... 18

Machine Tool Lab 18

Business Communications..... 24

0102.1 Course Cancellation

Go Courses

A. A Go Course is one which meets one of the following:

1. Part of a full load and has a minimum of thirteen (13) students enrolled in it.

2. Offered as staff assignment and the derived tuition is equal to the Instructor's salary to include fringe benefits and any inherent costs. The minimum number of students is thirteen (13) for on-campus courses and on-line courses, and ten (10) for out-of-county courses.

Go Courses (continued)

3. Minimum enrollment in nursing clinic courses will be determined as the College meets the program and geographic need of its students.

B. A Go Course will not be subject to cancellation.

0102.2 No-Go Courses

A. A No-Go Course is one which does not have sufficient enrollment eight calendar days prior to the first day of the semester for full term classes, (or the start of class for classes that start later), or after the last SOAR day, whichever is later.

B. A No-Go Course will be subject to cancellation except in those instances in which continuance is justified.

C. Justification for the continuing of a No-Go Course may include:

1. Program requirement
2. Program reorganization
3. Program phase-out
4. New program/course initiation
5. Sequence completion
6. Averaging academic year work load
7. Only section offered
8. Other section cancelled
9. Only offered once a year
10. Other sections full
11. Imminent graduation

D. A No-Go Course will be canceled prior to its first scheduled meeting in the semester/session in which it is offered or as soon as possible thereafter. Academic deans and, in the case of course originating at the West campus, the appropriate West campus administrator, will initiate course cancellation for No-Go courses. Cancellation procedures will include:

1. Courses will be canceled only after consultation if at all possible with both the assigned faculty member and the division chairs.

2. The Instructor and the Vice President of Student Services will be informed of the cancellation as soon as practicable.

0102.2 No-Go Courses (continued)

3. When appropriate a Go course will replace the No-Go Course in the instructor's schedule.

4. Courses will be canceled prior to eight calendar days before

the first day of the semester for full term classes, (or the start of class for classes that start later) only after consultation with the affected faculty member or division chair.

0103 Overload and Staff Assignments

An overload is an assignment initiated by the Administrator-in-Charge (not selected voluntarily by the Teacher) which exceeds the basic load (15/16 contact hours). Overloads are assignments that the Teacher has not requested. Overloads must be specifically identified as such (distinct from staff assignments) in written documentation between the Teacher and Administrator. An overload shall be made only with the consent of the Teacher. It shall not exceed six (6) contact hours. The Teacher shall be paid a prorated amount of his/her basic salary for the overload.

Staff sections are those assignments requested by teachers beyond the basic assignment load. Compensation shall be at the staff assignment rate (See Section 1004).

0104 Course Development

A teacher assigned to develop a new course or series of courses may be entitled to a load reduction from the established class load guidelines or to a contact hour reduction. The teacher and administrator-in-charge shall work cooperatively to establish the assignment and the reduction.

0105 Student Advising

All student advising shall be the responsibility of the Teachers, and any qualified person as approved by the Vice President of Student Services.

0106 Sponsorship of Student Activities

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

0107 Honors Courses

If an entire course is an honors course, it is treated as a regular course for

0107 Honors Courses (continued)

the purpose of determining an Honors faculty member's course load. If it is a regular course with a subset of honors students, those Honors enrollments will be combined with regular enrollments to determine minimum and maximum class sizes. Honors Faculty receive no additional compensation.

0108 New Position

0108.0 Establishment of New Positions

0108.1 If more than 75 percent of courses (contacts) in a department or discipline in a twelve (12) month period will be taught by part-time faculty, where the remaining twenty-five (25) percent constitutes a load by full-time faculty, the need for additional full-time faculty will be determined by the results of a comprehensive evaluation process conducted by the Dean and the Division Chair.

0108.2 The Administrator-in-Charge shall determine the initial need for a new full-time position.

0108.3 The Administrator-in-Charge shall notify the Association President of the need for a new full-time instructional position, which would fall within the bargaining unit.

0108.4 Items in 0110.3 are to be completed before a recommendation for a new position is presented to the Board of Trustees.

0108.5 Positions funded entirely by state, private and/or federal monies shall not be subject to 0110.2.

0108.6 The Administrator-in-Charge shall follow Federal and State EEO Guidelines and Laws in hiring practices.

0109 Tenure and Contract Renewal

A. Only teachers who have had three years full-time teaching service at Bay de Noc Community College (two regular semesters a year, excluding Spring and Summer sessions) shall be eligible for tenure.

B. New teachers shall be on probationary status for a minimum of three (3) years and a maximum of five (5) years.

C. Teachers shall be required to serve only one (1) probationary period in this institution, unless they resign or are dismissed.

0109 Tenure and Contract Renewal (continued)

D. At the end of the probationary period, tenure may be granted by the Board of Trustees if recommended by the Administrator-in-Charge.

E. In the event that tenure is not recommended, reasons shall be stated in writing. In cases where a three (3) year probationary period is not deemed sufficient for judging a teacher's performance, a fourth year provisional contract may be issued to the individual. This fourth year provisional contract will be followed by one of the following: Tenure, a fifth year provisional contract, a fifth year contract, or no contract. If a fifth year provisional contract is awarded, it will be followed by either tenure or dismissal. If tenure is not awarded after the fourth or fifth years, the reasons shall be stated in writing. In no case shall the awarding of a fourth or fifth year provisional contract be interpreted as meaning that tenure has been awarded.

Upon denial of tenure, the faculty member may request a meeting with the Board of Trustees prior to the Board's decision to not grant tenure.

F. Notice of resignation or dismissal of a probationary employee shall be provided the other party by April 1 for the Fall Semester and November 1 for the Winter Semester. Dismissal for just cause does not require advance notice.

G. The tenure clauses of this contract do not affect the administrative right of limiting contracts during the initial probationary period.

H. If a tenured teacher requests and is granted a release from the College before the expiration of his/her annual salary contract, he/she shall reimburse the College up to $300.00 for the expense involved in finding a replacement.

0110 Tenure and Continuing Contract

On successfully completing signed probationary contracts, the Teacher shall be considered for tenured status as indicated in 0111(D). A tenured teacher will have a continuing contract, except when canceled through the teacher reduction procedure of the Agreement (0205). A minimum of ninety (90) days written notice should be provided by the Teacher to the College if the employee is not returning to teach in the following semester.

0111 Just Cause

0111.1 No teacher shall be disciplined without Just Cause. Disciplinary action shall

0111 Just Cause (continued)

be defined as any warning, reprimand, time off without pay, withholding of pay, or discharge. Discharge of a non-tenured teacher is not arbitrational.

0111.2 A teacher shall be entitled to have present a representative of the Association during any meeting from which disciplinary actions may result. Such meetings should not be scheduled right before the teacher will be in the classroom.

0111.3 If discharge of a tenured teacher is to be considered because of inadequacies observed in the teacher's professional work with students,

A. the inadequacies must be well-founded incidence(s) that have been documented in the Teacher's personnel records.

B. the Teacher must be given clear direction to improve and the consequences of his/her failure to do so.

C. adequate opportunity for the Teacher to make improvements shall be worked out between the Dean-in-charge and the Teacher.

0112.0 Academic Divisions

A. Number of Divisions and Division Membership

The instructional area of the College will be composed of six (6) divisions. These divisions will be:

Allied Health: with responsibilities in, but not limited to, the areas of Health Careers, Nursing, Physical Education and Wellness.

Arts and Letters: with responsibilities in, but not limited to, the areas of English, Arts, Languages, Music, Literature, and Speech/Communications.

Business: with responsibilities in, but not limited to, the areas of Accounting, Business, Economics, Computer Applications, Hospitality Management, Marketing, and Office Information Systems.

Math and Science: with responsibilities in, but not limited to, the areas of Biology, Chemistry, Mathematics and Physics.

Social and Behavioral Sciences: with responsibilities in, but not limited to, the areas of Early Childhood Development, Criminal Justice, Anthropology, Education, Geography, History, Political

0112.0 Academic Divisions (continued)

Science, Psychology, Sociology, Philosophy, First Year Experience, Human Services, Leadership, and Women and Gender Studies.

Technology: with responsibilities in, but not limited to, the areas of Automotive, Computer-Aided Design, Computer Science, Computer Systems, Electronics, Machine Tool, Welding, Water Technology, and Forestry.

1. Division Membership

Division membership will be determined at the time of hiring.

The Vice President of Academic Affairs will assign the faculty member to the division in which his/her courses fall. In the case where load is derived from more than one division, the Vice President of Academic Affairs will assign the faculty member to a primary division for the purposes of budgeting, committee assignments, professional activities, and scheduling. An individual thusly assigned will not be restricted from interacting with the other division(s) in which their courses fall and can even participate in the activities of the other division(s) to the extent allowed by the secondary division(s).

2. Home Campus Designation

Each teacher will have his/her home campus designated at time of hire (Escanaba or Bay West). If a teacher chooses to accept a position on a different campus, this change to their home campus will be documented in the teacher's personnel file. Any change in home campus must be approved by both the Teacher and the College.

3. If any full-time teaching positions become available, qualified current teachers will have the right of first refusal for those positions regardless of campus location. All open positions will be posted internally on both campuses before any external search is conducted. If more than one current teacher applies for the same posted position, selection criteria will be the same as for reduction-retrenchment (0205.1).

With the consent of the Vice President of Academic Affairs, a teacher may transfer from one division or department to another. Under no circumstances will he/she be

transferred against his/her will.

B. Division Chair Selection and Appointment

1. Division Chairpersons will be appointed for a one-year period of time.

2. In the Winter semester each academic division will create a Division Chairperson Selection Committee of all interested divisional members.

   a. The Division Chairperson Selection Committee will solicit in writing, nominees from the Divisional members.

   b. The Selection Committee will notify the Division members and their administrator in writing who the nominees are.

   c. A meeting will be held where there will be deliberation on the acceptability of the nominees by the Division's members and their administrator. After deliberation, a vote of the Division members will determine the divisions' top nominee.

   d. Finally, the committee will forward a full list of nominees with the Division's recommendations to the Area Dean prior to April 1 proceeding each academic year.

3. The Area Dean will review the recommendation of the Division Chairperson Selection Committee and make an appointment based upon it.

   a. If the top-ranked nominee from the Division is not selected by the Dean, a meeting will be held with the Dean and Division members to review the rationale.

   b. The Division will then reconsider and nominate another or the same recommendation, starting back at Step 2(c) above.

   c. The process will continue until a selection that is agreeable to both the Division and the Dean is arrived at.

B. Division Chair Selection and Appointment (continued)

d. If a mutually-agreeable appointment cannot be rendered, a final selection will be made by the Association Management Council.

4. The Division Chairpersons will be notified of their appointment prior to May 1 proceeding the appropriate academic year. The term of service for the Division Chair shall commence at the end of the Winter semester and run through completion of Winter semester in the following year.

5. At the discretion of all involved parties, the Division Chairpersons may succeed themselves. Likewise, an appointment can be rescinded prior to completion of the length of term.

6. If a Division Chairperson's position should, for any reason, become vacant before the expiration of the term of service of the incumbent, the same procedures -- with calendar adjustments -- will be followed to fill the vacancy.

C. Division Chair Responsibilities

Division Chairs are responsible to the Area Dean. All Division Chairs have the following duties:

1. Express the Division's interest in college-wide meetings and see that the Division is represented on appropriate committees.

2. Assist in clarifying and interpreting college policies and procedures with Division faculty.

3. Promote productive communications within the Division, (including adjuncts and Bay College West faculty) at Division Chair meetings and at meetings with the Administration.

4. Conduct Division meetings as needed.

5. Complete a Division Progress Report each semester.

6. Assist with the granting of waivers, credit-by-examination, independent study, and directed study.

7. Assist in hiring personnel and assigning staff to courses being

C: Division Chair Responsibilities (continued)

taught on a part-time basis.

8. Work with the Dean to expedite faculty input into the development of the College budget and assist in monitoring division budgets and expenditures for equipment, instructional materials, and travel.

9. Assist in orientation, mentoring, and monitoring of part-time faculty.

10. Assist in the development of the course schedule both on- and off-campus.

11. Assist the Dean in situational problem solving involving divisional matters.

12. Assist and coordinate academic advising and curricular issues.

13. Assist in articulation activities with high schools and universities.

14. Additional duties may be assigned when, in the Dean's opinion, the duties are not equal between divisions.

15. Division Chairs ensure textbooks adoptions for staff assignments sections are reported to IT in a timely manner.

D. Division Chair Guidelines

1. Division Chairs will receive release time of four (4) contact hours per semester. Any Division Chair receiving release time will be restricted to the number of hours allowed faculty for staff assignments minus the hours of release time. (Division chair responsibilities cannot be used to expand total allowable hours). The release time of four (4) contact hours represents approximately 25% of the Division Chair's workload and is to be spent on campus during the fall and winter semesters.

2. Division Chairs can be expected to assist in new student advising for up to six (6) days per Summer.

3. A report on the release time granted the Division Chair and an evaluation by the area dean of the duties will be forwarded to the

D. Division Chair Guidelines (continued)

Vice President of Academic Affairs.

4. If agreed to by the Dean and the Division Chair, release time may be waived in lieu of reduced Division Chair duties.

0112.1 Reporting Relationships

West Campus teachers shall report to the West Campus Vice President on operational concerns, but to the Academic Dean for items of an Academic or Curricular nature.

0112.2 Participation

Each academic division of the institution shall deliberate as a participating group of all members in formulating its own policies and decisions in accordance with basic democratic procedures of open discussion and voting. They should operate both formally and informally on propositions such as course offerings, curriculum matters, budget and personnel, nominations for Division Chair and divisional goals and objectives.

A teacher can have voting rights in only one (1) division. However, they can participate in the business of any division in which they teach a course, to the extent allowed by the secondary division.

0112.3 Specified Involvement

Division matters, problems and propositions in which divisional teachers shall be democratically involved and which shall specifically be included in their deliberation, shall include, but shall not be limited to the following:

A. The development of divisional curricula.

B. The determination of course offerings and teaching assignments, including off-campus and Spring and Summer sessions.

C. Teacher participation in the preparation of the divisional budget.

D. Academic divisions will make an effort to conduct at least one meeting per year at Bay West. All Division meetings shall include an ITV connection or conference phone to the other campus.

0113 Division Meetings

A schedule of division meetings shall be determined by the Division

0113 Division Meetings (continued)

members.

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

0114 Evaluation

A formal evaluation process will exist for all tenured and non-tenured teachers. The process will include, but not be limited to, classroom and laboratory observations, clinics, review of on-line courses, assessment of involvement in college activities, professional development activities, improvement since past evaluations, and a conference between the faculty member and the administrator performing the evaluation.

All tenured faculty will be formally evaluated not less than once during a three-year period following election to tenure.

All non-tenured faculty will be formally evaluated no less than once per year as a minimum until they obtain tenure.

Evaluation by students will be conducted in each class each semester or as per college policy.

0115 Grades

When the semester or session ends on a Friday or Saturday, the final class grades are due in the Student Records Office by Noon on the following Tuesday. If the semester or session ends on some day other than a Friday or a Saturday, the grades are due in four calendar days, or the following Monday if the fourth day falls on a Saturday or Sunday. If one of the four days is a holiday, the due date is extended twenty-four (24) hours.

APPOINTMENTS, PROMOTIONS, REDUCTIONS, AND RELATED MATTERS

0201 Acting Promotions

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

0201.1 A teacher holding an acting position shall have the right to:

0201 Acting Promotions (Continued)

A. Return to their former position; and,

B. Return to the bargaining unit with full rights and benefits as conferred by the Master Contract.

0202 Permanent Promotions

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

0205 Reduction - Retrenchment

0205.1 In the event of circumstances requiring layoff, such as, but not limited to any one or combination of the following: reduction in course offerings, insufficient demand for courses, program phase-out or discontinuance, financial conditions, emergencies, changes in institutional priorities, changing needs of students, etc., the following factors will be used.

A. Qualification: This factor is to be considered where specific background and education are necessary for teaching the assignments that will continue to be offered.

B. Experience: This factor will be used when written records substantiate that this quality in one teacher is superior to that of another.

C. Past Performance: This factor will be used when written records substantiate that this quality in one Teacher is superior to that of another.

If items A, B, and C are relatively equal as substantiated by written documentation in the teacher's personnel file, seniority shall prevail. Seniority: This factor is to be interpreted on the basis of continuing employment as a full-time teacher at Bay de Noc Community College.

0205.2 Before official action on reduction of teachers is taken by the Board, the President of the College will set forth in writing to the Association President the specific reasons for its action.

0205.3 Before official action on reduction of teachers is taken by the Board, it will

0205 Reduction – Retrenchment (continued)

give notice to the Association President of the contemplated reduction and afford the Association President an opportunity to discuss it with the employer. The names of the teachers to be laid off shall be given to the Association President at least twenty (20) days before official action is taken by the Board.

0205.4 In the event the Association questions the rationale of the employer as to the teachers: (1) being laid off or not being laid off, or (2) filling such positions, the Association President shall notify in writing the President of the College within ten (10) days of the Board's decision to lay off.

0205.5 If a vacant teaching position or need as outlined in 0110 should arise within two (2) years after layoff termination of a teacher's contract, said teachers will be given first opportunity to fill such a need, provided the teacher is qualified. In the event two or more teachers are equally qualified, the teacher with the most seniority will have priority.

0205.6 In conjunction with section 0601, which provides that the individual contract executed between each teacher and the Employer is subject to terms and conditions of the Agreement, it is intended that section 0205 take precedence over and governs the individual contract and the individual contract is expressly conditioned upon this section.

0205.7 Any grievance under this clause may begin at step two (2).

0205.8 Layoff notification may become effective ninety (90) days after the Association President is put on notice as stated in Clause 0205.3.

0206 Temporary Staffing

A teacher who is hired for two (2) semesters or less is reduced from the teaching staff upon the expiration of the individual contract and does not fall under Reduction - Retrenchment clause of this contract (0205).

LEAVES - ABSENCES

0301 Sick Leave

0301.1 Teachers will accrue five (5) days sick leave during Fall semester and five (5) days during Winter semester. Three (3) days of sick leave will be granted to faculty who teach during the Spring/Summer semester. The Spring/Summer sick leave accrual cannot exceed three (3) days in total, nor can a teacher earn more than thirteen (13) sick days during the academic year. Accumulation of sick leave may not exceed a total of thirty (30) days.

0301 Sick Leave (continued)

0301.2 Sick leave shall be charged on any contract day during which the teacher has an assigned duty. Assigned duties are defined as: scheduled classes, advising (SOAR) days, start-up days, professional development days, or scheduled office hours. Charges to sick leave for part days absent will be one-quarter day for each hour absent to a maximum of one day. Each teacher shall notify the office of the Administrator-in-Charge as soon as it can be reasonably expected to do so.

0301.3 Absence under the sick leave policy covers personal illness, illness in the immediate family as defined in college policy.

0301.4 After three (3) consecutive contracted days, the appropriate administrator may ask the teacher for doctor's verification of illness or injury when sick leave has been used or is being used for illness or injury. Failure of the teacher to supply verification may result in a reduction of pay for the days missed. (Same applies to illness in the family.)

0301.5 Sick leave may be used for personal illness or illness in the immediate family as defined in college policy.

0301.6 Sick leave may be used for emergency purposes when approved by the Administrator-in-Charge. Elective surgery and lab tests should be done when the anticipated time for surgery and recovery will not prevent the teacher from conducting his/her teaching responsibilities. Medical procedures covered by insurance are considered to be non-elective. Medical procedures should still be scheduled so they don't impact classroom activity whenever possible.

0301.7 If a person presently on sick leave is fit to return to work on a part-time basis after an illness or injury, he/she may do so provided both the Teacher and the Administrator-in-Charge approve. If requested by the Administrator-in-Charge, medical assurances will be provided.

0301.8 The College recognizes individual circumstances and will attempt to be fair and reasonable when dealing with chronic illness situations.

0301.9 Bereavement

In the event of a death of a spouse, child or parent, five (5) days shall be provided to attend the funeral and make necessary funeral arrangements. For any other related person as defined by college policy the employee may have a maximum of three (3) days paid time off. If approved by the supervisor, an additional two (2) days of bereavement leave may be granted for deaths out of the area where long-distance travel is involved. Under no

0301.9 Bereavement (continued)

circumstances shall bereavement days be granted for one's own death.

0302 Family and Medical Leave Act and Military Leave

The parties recognize that the College is subject to the Federal Family and Medical Leave Act of 1993 ("FMLA"). FMLA applies to serious health conditions of the employee or family member, childbirth, adoption, or foster care. To the extent that any provision of this Agreement provides for less benefit than that which is required by the FMLA, the FMLA shall govern. Each party will observe all obligations imposed upon it by the FMLA and reserves all rights granted to it by the FMLA.

Faculty with obligations to active military service of the United States shall have such leave and re-employment rights as may be provided for under the applicable federal statutes in effect at the time.

0303 Assault Upon a Teacher

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

0304 Teachers shall immediately report cases of assault suffered by them in connection with their employment to their division chairperson and administrator-in-charge.

0305 Such notification shall be immediately forwarded to the Administrator-in-Charge, who shall comply with any reasonable request from the Teacher for information in the possession of the Administrator-in-Charge relating to the incident or the person involved, and shall act in appropriate ways as liaison between the Teacher, police and the courts.

0306 Privilege of Teachers to Buy Benefits

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

0307 Leaves of Absence/Sabbatical

A. A teacher may take L.O.A. of up to twelve months for graduate study, research, travel, or other purposes when the leave is approved by the Board of Trustees.

B. While on L.O.A., teachers will receive no salary from the College. One exception to the no-salary provision may be made for a teacher-exchange program. Any period served as an exchange teacher shall be considered as time taught with the College for the purposes of the salary schedule. A second exception is when a teacher has “banked” extra classes they have taught and not been compensated for in anticipation of a sabbatical: their compensation will continue during the sabbatical in this situation, so long as the “banked” classes and sabbatical are in the same calendar year. See section 0100.2

C. A teacher on leave will be permitted to remain a member of the group insurance plan in effect at the College during his/her absence. During this period of leave, the teacher will pay the full amount of the premium due under such a plan. If a teacher has “banked” courses for a sabbatical, he/she will not be required to pay the medical premium during their absence; likewise, other fringe benefits will continue as normal.

D. Teachers on L.O.A. approved by the College will be guaranteed employment by the College in their teaching areas, provided such positions exist.

E. Leaves will be conditional upon a qualified replacement being available for the absent teacher.

F. Written requests for L.O.A. providing details and purposes should be presented to the administrator-in-charge six (6) months or earlier, prior to the beginning of the semester in which the effective date of the leave occurs. Provisional approval or rejection will be granted by the administrator-in-charge.

G. It is expected that the administrator-in-charge will make every effort possible to secure a replacement for the teacher desiring leave. The teacher can assist in this effort, but the responsibility rests with the Administrator-in-Charge.

H. The Administrator-in-Charge shall notify the Teacher desiring approved leave within sixty (60) days of the request if the leave has been finally approved or rejected. A decision of non-approval can be reversed by the administrator-in-charge, subsequently, if it later becomes possible to give the leave.

I. Under Clause 0100.2 teachers can, along with the above approvals,

0307 Leaves of Absence/Sabbatical (continued)

bank classes from earlier terms, and/or future terms, in order to secure the time needed to pursue professional improvement opportunities.

J. Eligibility for a sabbatical is dependent on the Teacher being tenured, having completed seven years of full-time instruction at the College, and complete two years of employment at the College upon completion of the sabbatical. Failure to complete two (2) years of employment will require repayment of any extra costs incurred by the College due to the sabbatical. The College may restrict the number of sabbaticals in any one year and that the benefit to the College of the sabbatical must be evident.

0308 Teacher Substitution

0308.1 Teachers are responsible for notifying the Administrator-in-Charge of any expected absence as soon as it is reasonably expected that they can do so.

0308.2 If, in the administrator's judgment, a substitute teacher is needed and available, an attempt shall be made to hire one.

0308.3 If another teacher in the bargaining unit substitutes for the absent teacher without pay, no sick leave will be charged against the absent teacher. If another teacher in the bargaining unit substitutes for the absent teacher with pay, sick leave will be charged to the absent teacher. The pay for the teacher substituting will be at the staff assignment rate in effect.

0308.4 Arrangements for substitutes shall be approved by the administrator-in-charge.

0309 Personal Leave

Faculty members shall be entitled to two (2) personal leave days per year. It is the responsibility of the teacher to make arrangements for continuity of learning during their absence at no additional cost to the College. Personal leave cannot be taken on the first scheduled SOAR days without prior Administration approval. Personal leave days cannot be accumulated from year to year.

GRIEVANCE PROCEDURE

0400 Any claim by the Association or the Teacher that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be resolved through the procedures set forth herein. Teachers may not initiate

grievances against other teachers covered under this contract.

0400.1 All time limits herein shall consist of Monday through Friday (school days). Time limits may be extended upon good cause shown or upon mutual consent of the parties. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive.

0400.2 It is understood that grievance problems will be handled at times other than when the teacher is at work. In the event, however, in the handling of a grievance, it becomes necessary for the teacher to leave his/her work, he/she shall first obtain permission from his/her administrator-in-charge.

0400.3 In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with the appropriate administrator either personally or accompanied by his/her Association representative. Only the necessary persons and/or teachers to the grievance shall be present at such meeting. If there is not resolution at this meeting, there will be a second meeting (for the purpose of clarifying the intent of the contract language) of the teacher with the negotiators of the Board and Association who participated in discussions, when the relevant clause of the contract was written (assuming they are available and still employed with the College).

0400.4 Step One

If, as a result of the informal discussion with the appropriate administrator, a grievance still exists, the teacher may invoke the formal grievance procedure through the Association on a form provided by the Association representative. A copy of the grievance form shall be delivered to the appropriate administrator. The grievance must be filed at Step I within twenty (20) days of the violation, misinterpretation or misapplication, or within fifteen (15) days of the discovery thereof.

0400.5 Within five (5) days after the presentation of the written grievance, the Administrator shall give his/her answer in writing to the Grievant.

0400.6 Step Two

In the event the grievance is not settled at Step One, it may be referred in writing to the President of the College within ten (10) days after the date of the answer by the administrator-in-charge or his/her designee. At this point, the President of the College may:

A. Attempt to resolve the grievance by holding a meeting with the

necessary persons and/or teachers to the grievance. Such meeting shall be scheduled within ten (10) days from the date of receipt or the appeal; or

B. Refer the grievance to Step Three within ten (10) days from the date of receipt of the appeal. Written notice of such referral shall be given to the Association Grievance Committee Chairperson. If the President of the College holds a meeting, he shall present the Association Grievance Committee Chairperson, within five (5) days after conclusion of such meeting, with a written answer to the grievance.

0400.7 Step Three

If the alleged grievance is not settled at Step Two, it may be referred in writing to the Board of Trustees within ten (10) days after the date of the answer by the President of the College. The Board, or a committee thereof, shall hold a hearing, or otherwise investigate the grievance, or prescribe such other procedures as it may deem appropriate for consideration of the grievance. The Association shall have an opportunity to present its views at this step. The Board, or committee thereof, shall render a decision on the grievance and present it in writing to the Association within twenty-five (25) days after the date the matter was referred to the Board of Trustees.

0400.8 Step Four

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

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

The Arbitrator shall hear the grievance in dispute and shall render his/her decision in writing as soon as possible after the close of the hearing. The

0400.8 Step Four (continued)

Arbitrator's decision shall set forth his/her findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Employer, the Association, and the employee or employees involved.

The Arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the application or interpretation of such expressed provisions.

The Arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's right and responsibilities, except where they have been expressly and clearly limited by the terms of this Agreement.

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

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

The termination of a probationary or non-tenure teacher shall not be subjected to the arbitration provision.

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

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

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

0400.8 Step Four (continued)

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

0400.9 Notwithstanding the expiration of the Agreement, any claim or grievance arising, thereunder, may be processed through the grievance procedure until resolution.

0401 Grievance File

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

0402 Personnel Files: Access

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

0403 The individual teacher shall have access to his/her own file, from Human Resources, any time during normal business hours. Items which are sent to the College in confidence may first be removed by the Administrator-in-Charge.

0404 When complaints or entries of a derogatory nature are placed in a teacher's personnel file, a copy of said complaints or entries shall be sent to the Teacher.

0405 A teacher that has entries or complaints of a derogatory nature placed in his/her personnel file, will have a right to respond in writing to these derogatory remarks.

0500 FRINGE BENEFITS

Teachers shall receive fringe benefits as outlined in this contract.

0500.1 Professional Improvement

For professional improvement, each teacher shall be annually credited $1,000.00 or an amount that will not result in exceeding the annual cap.

Guidelines for use of these funds include:

0500.1 Professional Improvement (continued)

A. Actual travel.

B. Membership dues in professional organizations as limited to the discipline, as approved by the designated administrator.

C. Subscription(s) to professional periodicals as related to the discipline and approved by the designated administrator.

D. Bay de Noc Community College Continuing Education course tuition.

E. Teachers can opt to use their accounts to help fund on-campus presentations or training that are of interest to a group of faculty.

0500.2 Professional Improvement Carry-Over

Professional improvement funds may be carried over from one year to the next, but are subject to the following maximum caps:

2013-2014: cap at $5,000
2014-2015: cap at $4,000
2015-2016: cap at $3,500

Deans may approve greater savings levels above the cap as part of a faculty member's faculty development plan. Funds exceeding the cap at the end of any academic year will be transferred to the professional development fund.

A. An accounting of funds transferred from each account will be forwarded to each teacher prior to August 15 each year.

B. Tracking of funds will be coordinated by the Division Chairs and the Area Deans.

C. Unused funds will be transferred to the Professional Development Fund at the time of the Teacher's retirement.

0500.3 Professional Development Fund

A Faculty Development Fund shall provide funding for some faculty development projects that will assist faculty in furthering professional skills and enhancing improvement of instruction or to help fund on-campus presentations or training that are of interest to the broader campus community. Requests for funding shall be circulated to the full faculty development committee for information and input. Proposals will be reviewed and subject to approval by a committee consisting of one faculty

0500.3 Professional Development Fund (continued)

representative from Arts and Sciences, one representative from the Occupational faculty, and two administrators. Procedures for proposal submission and criteria for approval shall be developed by the committee.

0500.4 Retirement

Teachers shall be provided a retirement program through the Michigan Public School Employees Retirement System, in accordance with the law. As provided by state law, the College will also provide teachers the alternative option of participating in the TIAA-CREF Retirement Program. The College contribution rate to the optional (TIAA-CREF) retirement program will be 13% of wages.

0501 Insurance Coverage

0501.1 Insurance coverage shall be as follows:

For 2013-14, the College shall pay 80% of the total health care costs (premiums, deductibles, and other related costs) of MESSA Choices II ($500/$1,000 deductible, $20 Office visit copay, Saver Rx) as defined and required by PA 152 of 2011.

For the 2014-15 year, The Board shall have the right to implement a statutory insurance cap with regards to health insurance; or to vote to pay 80% of medical benefits plans, as per Michigan Public Act 152 of 2011.

Monthly premiums in excess of the Board contributions will be deducted by the College from the teacher's biweekly paychecks, regardless of whether the College elects Section 3 or Section 4 of PA 152 of 2011.

The Faculty Association may elect changes to the health insurance carrier/ plan annually on the anniversary of the medical benefit plan year. A change in the health insurance carrier/plan will require a 2/3 majority of those voting for a carrier. The decision will be binding on all full-time faculty. Any change to the health insurance carrier/plan must comply with the requirements of Michigan Public Act 152 of 2011. If unforeseen circumstances lead to this clause being illegal or unenforceable, the clause will be renegotiated and subject to ratification by the Board and the faculty.

Teachers will sign authorization cards permitting such deduction. The Association will be responsible for any lack of authorization by Association members.

0501 Insurance Coverage (continued)

At a minimum, medical insurance coverage for the family that was in place when a teacher dies will continue for the remainder of the month in which the teacher died. The College will continue to pay one additional month's medical insurance coverage for the surviving spouse and children. Thereafter the surviving spouse may continue their coverage at their own expense.

Vision insurance will be provided by the College at the level of VSP-3 (or equivalent).

The College will not provide medical coverage to a teacher if they already have college-supported medical coverage by another employee of the College.

Teachers may establish a pre-tax IRS Section 125 “Cafeteria Plan” through the College, to cover medical expenses not included in the medical Insurance plan.

Employer-paid dental plan per insurance agreement excluding orthodontic treatment.

College share of life insurance will be no less than $50,000 per teacher.

Personal effects insurance to $5,000 per teacher (excluding works of art), based upon listing.

Professional liability while engaged in activities within the scope of their duties with the College and classroom insurance of $500,000 per teacher.

Travel insurance of $100,000 ($500,000 limit per accident) on any teacher attending meetings or taking field trips related to his/her teaching or professional improvement.

Long term disability insurance shall be provided each teacher. This insurance shall provide:

- 66 2/3 percent of salary
- 180 calendar day waiting period
- $4,000 maximum per month
- two-year own occupation definition
- benefits payable to age 65; accident and sickness
- waiver of premium while totally disabled
- rehabilitation provision
- mental rider provision

0501 Insurance Coverage (continued)

With respect to the above coverage's, the employer shall be obligated only to tender premiums.

0501.2 Insurance Opt-out

Teachers with proof of another qualified health plan may elect compensation in lieu of medical coverage. For those teachers who choose this option, the College will compensate the teacher $2,100, paid over regular bi-weekly pay periods. The teacher may elect to receive this compensation in cash, to defer this compensation in the form of a Tax-Sheltered Annuity plan, or health savings account, should one become available. If the teacher elects the annuity, the teacher is responsible for notifying the Business Office with the name and contact information of the qualified plan.

Teachers who are not insured may elect coverage during open enrollment or after a qualifying event to be effective as soon as possible. Contributions to the annuity would, of course, cease as of that date and be determined on a prorated basis.

0501.3 Short-Term Disability

A. The College shall provide a short-term disability benefit to bridge the gap between the faculty member's accrued sick leave and the 180-calendar day waiting period for long-term disability. This plan is established to provide for a teacher who is unable to work due to an injury or illness. It may not be used for elective surgery. Accrued sick time must be used before a teacher is eligible for this benefit.

B. Short-term disability is a benefit provided to the employee. This benefit may be extended for leave (FMLA) resulting from a family member's illness or disability, when approved by the College. The College recognizes individual circumstances vary and will attempt to be fair and reasonable when dealing with these situations.

C. A request for short-term disability benefits must be accompanied by a doctor's written verification of illness or injury. Failure of the teacher to supply this verification may result in denial of the benefit. This provision shall also apply to a request for short-term disability benefits for a family member's injury or illness.

D. If a person presently receiving short-term disability benefits is fit to return to work on a part-time basis after an illness or injury, he/she may do so provided both the teacher and the administrator-in-charge approve. If requested by the administrator-in-charge, medical

0501.3 Short-Term Disability (continued)

assurances will be provided.

E. A teacher must provide the College with medical assurance that he/she is physically and mentally fit to return to work.

0501.4 Long-Term Disability

A. When returning from sick leave during or at the end of the first or second year, the instructor will be assured his/her original position if it still exists, or a vacant position within the area of his/her interests, abilities, and training. This right will exist for a period of two (2) years commencing with the date of disability.

B. An instructor must provide the College with medical assurance that he/she is physically and mentally fit to return.

C. Should the Administrator-in-Charge disagree with the medical assurance provided, the College has the right to ask that a physical examination be provided at the College's expense. The results of this physical shall be the basis for determining the teacher's ability and right to return.

D. Seniority will continue to accumulate during the disability and callback period.

0502 Professional Liability Insurance

Professional liability insurance will be provided by the College to cover teachers in the event of a suit instituted against the institution as a result of his/her professional duties.

0503 Transportation Reimbursement

Teachers may choose to use either their own personal vehicle or an available college-owned vehicle when traveling on official college business. However, when more than one teacher is traveling to the same destination, they will, whenever possible, ride together rather than use separate vehicles.

0503.1 Authorized use of personal vehicles for college-related travel will be reimbursed by the College at the rate established by Board policy.

0503.2 If a college or leased vehicle is not available, the teacher may use his/her personal car and be reimbursed at the rate established by Board policy.

0503.3 Transportation by Common Carrier

A. Limitation on fares:

1. Railroads: The fare for transportation on any trip shall not exceed the regular first class fare.

2. Air Travel: All travelers shall purchase the least expensive accommodations available on any one flight. Travelers choosing first class when tourist class is available will be reimbursed only on the tourist class rate.

3. Round trip tickets shall be secured whenever practical and economical.

0503.4 Allowance for Courses Taught at a Secondary Campus

If an instructor teaches a class at a campus that is secondary to their designated home campus (Escanaba or Iron Mountain), he/she will receive the equivalent of one hour's pay at the prevailing staff rate for each scheduled round trip. However, if the instructor lives within twenty (20) miles of the secondary site, he/she will not be eligible for this allowance.

All faculty pay for mileage will be in accordance with IRS regulations.

0503.5 Travel for College Business

A teacher shall be reimbursed for mileage expenditures that are pre-approved by the teacher's supervisor. Such travel that is of a college business nature (not of a professional development nature) will not be charged to the teacher's professional development fund without approval by the teacher. This includes college meetings at the secondary campus. Whenever possible, carpooling will be practiced.

0504 Meals Allowance and Lodging

A teacher shall receive meal money under Section 0500 at meal allowances as defined in the Board policy.

Conference-served meals: actual cost, or the indicated cost of any meal that is a scheduled part of the professional improvement function the teacher is attending.

Lodging: will be reimbursed at actual cost shown on receipt.

0505 Tuition Grants

0505.1 Each full-time teacher may take any class or classes offered by Bay de Noc Community College he/she desires, provided there is no conflict with his/her assignment. No tuition will be charged.

0505.2 Spouses and children and or legally adopted children of the Teacher shall be granted free tuition for classes that are offered by Bay de Noc Community College as defined above. Children are eligible for free tuition until they reach their 24th birthday. If the 24th birthday is reached after the start of classes in any session, the free tuition policy will apply.

College fees (such as registration, technology, and assessment fees) are also waived for teachers, spouse and eligible children. Not waived are pass-thru fees, supplies, other course-specific fees, and fees over which the College has no expenditure control, such as the student development fee.

0505.3 Teachers who have been full-time employees of the College for a minimum of five (5) years and have met all of the requirements for retirement by the State of Michigan and are retiring from Bay de Noc Community College and have children as identified in 0505.2, shall qualify for dependent tuition grants as provided under paragraph 0505. However, this right must be exercised no later than five (5) years after the date of their retirement. Other relatives of the teacher are excluded from this provision.

Teachers themselves who have been full-time employees of the College for a minimum of five (5) years and have met all of the requirements for retirement by the State of Michigan and are retiring from Bay de Noc Community College, qualify for tuition grants for Bay credit classes at the College.

If a teacher dies while employed by the College the surviving spouse and children of the deceased are eligible for tuition grants if the teacher worked full-time for the College for five (5) years. This right for the spouse must be exercised no later than five (5) years after the death. The right for the children must be exercised before they reach the age of 23.

0505.4 The use of any tuition grant clause to increase enrollments for the purpose of having a "Go" situation in a class shall be grounds for dismissal.

0505.5 Tuition for workshops, Continuing Education classes, seminars, and clinics are excluded from this provision.

Full-time faculty and spouses may be allowed a waiver of tuition from workshops, seminars, and clinics under the following conditions:

0505 Tuition Grants (continued)

A. The event is sponsored and funded solely by Bay College;

B. There are sufficient openings;

C. The faculty and/or spouse reimburse the College for all materials, meals, and other variable costs;

D. There is sufficient tuition from paid enrollees in the event to cover the cost of providing the event. Advanced approval is obtained from the administrator-in-charge of the event.

0506 Retirement Compensation

Any faculty member who has not less than ten (10) years of full-time service as a full-time employee of Bay College and is otherwise qualified to retire under the Michigan Public School Employee's Retirement System (MPSERS), or the equivalent using the MPSERS formula if in the alternate retirement plan, qualifies for this incentive upon retirement from their employment at the College. This payment is equal to twenty-five (25) percent of their last year's base salary. The teacher is not eligible for this if they are discharged "for cause", they are not employed full-time when they terminate their employment with the College, or if they have failed to give the prescribed notice for termination. The declaration to retire shall be made in writing by February 1 for severance at the end of the Winter semester, or by October 1 for severance at the end of the Fall semester. This benefit applies only to faculty members hired before August 17, 2013.

0506.1 Use Of YMCA Facilities

Use of the YMCA facilities that are available to Bay employees, as per Board Policy, will be extended to retired employees also. However, when the YMCA begins charging the College for these retirees' use, this benefit will be terminated, effective immediately.

0507 Professor Emeritus

When a mutually beneficial arrangement can be agreed upon by a retiring teacher and the College, the teacher can assume the status of Professor Emeritus. Such arrangement shall be renewed annually and shall specify compensation, use of college facilities, teacher responsibilities and reporting requirements.

0508 The College will provide all teachers with appropriate office space and the use of a computer and e-mail service. Office space will conform to requirements of NCA and FERPA.

CONTRACTS - PAYMENTS

0601 Date of Issue and Return

All individual contracts (Letters of Appointment, Step Notification Letters) are subject to the terms of the Master Contract. Individual contracts will be issued to all non-tenured teachers within thirty (30) days following ratification of the Master Contract. The individual contract will have a statement indicating the position on the salary schedule.

Each teacher is responsible for having on file verification of all materials to substantiate salary placement. Any material placed on file sixty (60) days after contract ratification shall not be considered in salary determination.

Extensions may be granted upon written application.

Provided there is no dispute of salary schedule placement, the Teacher will sign and return the contract within three weeks.

0602 Salary Payment

The salary of each teacher shall be paid every other Friday. Pay shall be proportionate to the number of pay periods in the year.

0603 Payments

0603.1 First Paycheck

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

0603.2 Final Paycheck

When a teacher's employment is to be concluded with the College, he/she may request payment for the remainder of the academic year prior to July 1 (for those leaving at the end of the Winter semester) or January 1 (for those leaving at the end of the Fall semester.) The request will be granted by the College, if all work has been completed, responsibilities completed, keys returned and personal belongings removed from college property, adequate advance notice has been provided to the College, and duties have been

0603.2 Final Paycheck (continued)

satisfactorily completed. Teachers who leave at the end of the Fall semester will be entitled to one half their annual salary, assuming the above-listed conditions are met.

0603.3 Death of Teacher

When a teacher dies while employed by the College, the spouse or beneficiary will receive pro-rated compensation and benefits for the portion of the contract completed by the teacher. Minimum medical insurance coverage remains per clause 0501.1.

0604 Professional Dues

Any teacher who is a member of the Association, or who has applied for membership, may voluntarily sign and deliver to the Board or its designee, an assignment authorizing deduction of professional dues in the Association, which sum shall be determined by the Association for each school year. Such authorization shall continue unless revoked by the employee in writing at any time. Pursuant to such authorization, the Board shall deduct 1/26 of the annual dues from each regular salary check of the teacher during such time as the authorization is in effect.

0605 Faculty Association Membership

A. It is agreed that any employee covered by the terms of this agreement may voluntarily join the Association. As a condition of the effectiveness of Articles (dues deduction) & 605 (membership), the Association agrees to indemnify and save the Board, each individual school Board member, Bay de Noc Community College, and all administrators, harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs and attorney fees that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

0606 Teleconference Courses (ITV)

A. Any course taught using ITV (Interactive Television) will be covered by the same standards as a course taught in a traditional classroom relative to maximum total number of students, credits/contacts, and any other course criteria. The Go/No-Go number for ITV courses is ten (10) students.

B. Sections of ITV courses at multiple sites are considered one section for load determination.

0606 Teleconference Courses (ITV) (continued)

C. Courses offered using ITV must be identified in the schedule prior to the term in which they occur.

0607 Online Courses

A. Class Size: Maximum class size for online courses:

22 students is the maximum class size unless otherwise agreed to by the Teacher.

The first time an online course is offered, the maximum course enrollment is fifteen (15) students.

2013-14

For writing classes, eighteen (18) is the maximum class size.

For Research Writing, the maximum class size is sixteen (16).

2014-15

For all English composition classes (ENGL 101,102 & 145 or equivalent.), twenty (20) is the maximum class size.

Computer instruction courses (CIS, CSCI, CNSS, NURS-118) classes have a maximum of 19 students.

B. Course Development: If the supervising Dean asks a teacher to design, develop and offer an online course, the teacher will be compensated an additional development fee. This fee will be equal to one-half (1/2) times the compensation normally paid the instructor, using the staff rate and credit hours assigned to the course. The developing instructor will have the first option for teaching the course when it is first offered by the College. All course materials will be owned by the College in this case.

If the Teacher was not paid to develop the course, the Teacher retains ownership of the course materials he/she developed for the course. However, the course outline and syllabus remains property of the College.

0608 Team Teaching

Compensation and load assignments will be identified by the supervising Dean before the team-taught courses are offered.

0609 Independent/Directed Study

Faculty teaching an independent/directed study will be paid a sum equal to the in-district tuition for the student. This payment shall be subject to only the normal deductions for income taxes, social security taxes, and faculty share of MIP retirement.

0610 Secondary Campus

All class assignments at a secondary campus location will be voluntary for all teachers unless specified in the job description at the time of hire.

Before any programs are transferred to a campus different from where they are currently taught (if only taught at one campus) the Administration will notify and consult with the Faculty Association representatives concerning the impact on teachers.

DURATION OF AGREEMENT

0700 Duration of Agreement

This Agreement shall be effective as of the 17th day of August, 2013 and shall continue in effect until midnight on the 17th day of August, 2015. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

0700.1 Further Agreement

It is agreed that bargaining for the Agreement which shall replace this Agreement shall commence no later than January 15, 2015. However, this shall not preclude the rights provided for in paragraphs 0012 and 0013 of this Agreement.

FULL-TIME FACULTY CONTRACT 2013-2015
SIGNATURE PAGE

BOARD OF TRUSTEES

_____
William W. Lake
Chairman of the Board

_____
Tom Smith
Chief Negotiator

_____
Thomas L. Butch
Vice-Chair of the Board

_____
Secretary of the Board
Thomas R. England

_____
Treasurer of the Board
Philip L. Strom

_____
Member of the Board
James L. Hermans

_____
Member of the Board
Margaret Noreus

_____
Member of the Board
Joy E. Hopkins

TEACHER ASSOCIATION

_____
Brian Black
President

_____
Brian Black
Chairman, Negotiations

1000.0 Compensation

1001.0 Teacher Salary System and Initial Step Placement

A. Degree when related to area of teaching responsibility

At hire, each teacher will be assigned a pay range (minimum/maximum steps) based on their highest academic achievement. Each step range will have 13 steps and one longevity step.

The maximum initial placement step for each degree is as follows:

Bachelors .....Step 11
Masters .....Step 8
Masters +30 .....Step 5
Doctorate .....Step 3

B. Teaching Experience

Teaching experience at the post-secondary level will be applied to initial placement above step one (1) as follows:

Full-Time Teaching Experience	Step per Year	Maximum Number of Steps
At Bay	1 step per year	13 step maximum
Outside Bay	1 step per year for first 5 years	5 step maximum
Beyond 5 years	1 step for each 2 years	7 step maximum

Part-Time Teaching Experience	Maximum Number of Steps
Credit for part-time teaching shall be pro-rated based on a formula of 1 step for each 2 years of full-time equated teaching experience.	6 step maximum

C. Related Work Experience Other than Teaching

Related work experience will be applied to initial placement above the minimum step as follows:

Work Experience	Step per Year	Maximum Number of Steps
First 5 years	1 step per year	5 step maximum
Beyond 5 years	1 step for each 2 years	7 step maximum

D. Conditions

1. In recognizing credit for work or teaching experience, only full-time, full-year post-secondary experience shall be calculated.

   a. Full-year, non-teaching experience shall be twelve (12) months.

   b. Full-year teaching experience shall consist of teaching a regular two-semester school year.

   c. In calculating part-time teaching experience, only experience as a part-time college instructor shall be counted. Experience as a student teacher, graduate teaching assistant, and substitute teaching is excluded.

2. All references to "+30"in this section are semester credits, not quarter or term credits.

3. In calculating step points, educational points are counted first. The only exception to the initial placement maximum is instructors who are returning to the bargaining unit after continuous employment with the College in another capacity. Experience not recognized in the calculation of the initial step points cannot be “made up” in subsequent years.

4. Teachers earning credit beyond the Bachelor’s degree must have prior approval from the administrator-in-charge to have such credit count on the schedule.

5. A teacher must supply an official transcript or other verification data to the administrator-in-charge before they are offered employment with the College.

6. Evaluation of experience and step placement at the time of hiring will be reviewed by the Vice President of Academic Affairs, and the President of the Faculty Association.

7. Any teacher who earns a higher academic degree will retain their current step placement but move to the appropriate salary schedule. If the teacher was at the longevity step, they will move to Step 13 of the higher schedule and to the longevity step after three years at the new maximum.

D. Conditions (continued)

8. Changes in credit for part-time teaching that begins with the 2005-07 contract are not retroactive.

E. Longevity Step

If a teacher has not had a step increase for three years, in the following year, and thereafter, they will receive one additional “step” on the salary scale. This “step” will remain in effect for the teacher in future years, however there will not be any additional longevity steps awarded thereafter.

F. Step placement for teachers with less than a Bachelor’s degree

When faculty are hired with less than a Bachelor’s degree, placement on the salary schedule will be determined by the College using this section A-D as a guideline (including part D-6).

When agreed to by the College President and the Association Board the initial placement for newly hired faculty will be at a position on the scale other than what are the standard guidelines. This is intended for situations when the new faculty member’s credentials and/or experience are unique and/or the college has experienced difficulty in obtaining a qualified instructor. After the initial placement the newly hired teacher will progress through the salary chart in the normal fashion.

G. Distinguished Teacher

Each year one (1) to three (3) tenured teachers will be selected by a Master Teacher Selection Committee. The nature of this committee and the procedures they use will be determined by the Association Management Council. A cash award will be presented to these teachers at an annual public event. The award shall be $4,000 per recipient with up to three (3) recipients.

Any teacher who receives this award will not be eligible to receive it again for at least three (3) years.

1002.0 Basic Salary Schedule

2013-2014 NEW STEP	BACHELOR'S	MA/MS	MA/MS+30	PhD
1	41,836	45,750	50,368	53,310
2	43,894	48,166	51,837	54,780
3	45,719	50,318	53,310	56,250
4	47,637	52,563	55,159	59,267
5	49,580	54,841	57,544	61,751
6	51,550	57,209	59,968	64,269
7	53,549	59,621	62,425	66,818
8	55,715	62,056	64,920	69,478
9	57,881	64,531	67,513	72,168
10	59,989	67,033	70,146	74,903
11	62,145	69,644	72,812	77,675
12	63,855	72,545	75,764	80,801
13.1	65,723	74,421	77,557	82,646
13.2				
13.3				
Longevity	66,751	75,448	78,583	83,671

1002.0 Basic Salary Schedule (cont'd)

2014-2015 NEW STEP	BACHELOR'S	MA/MS	MA/MS+30	PhD
1	42,254	46,208	50,872	53,843
2	44,333	48,648	52,355	55,328
3	46,176	50,821	53,843	56,813
4	48,113	53,089	55,711	59,860
5	50,076	55,389	58,119	62,369
6	52,066	57,781	60,568	64,912
7	54,084	60,217	63,049	67,486
8	56,272	62,677	65,569	70,173
9	58,460	65,176	68,188	72,890
10	60,589	67,703	70,847	75,652
11	62,766	70,340	73,540	78,452
12	64,494	73,270	76,522	81,609
13.1	66,380	75,165	78,333	83,472
13.2				
13.3				
Longevity	67,419	76,202	79,369	84,508

1002.1 Adjustments to the 2013-2015 Salary Schedule

The basic salary schedule (1002.0) reflects a zero (0) percent increase for 2013-2014 over 2012-2013, and a one (1) percent increase for 2014-2015 over the 2013-2014.

1002.2 Summer School Pay Schedule

Instructors teaching during the Summer session shall receive a rate of pay equal to a factor of one point one (1.1) times the staff assignment rate.

Nursing teaching assignments with teacher participation will be made by the administrator-in-charge by April 1. Nursing teachers will indicate in writing their willingness to teach this assignment within five days of notification. Failure to reply shall be deemed a rejection by the teacher.

Summer school instructors shall keep and post office hours equal to one-half (½)hour per week per credit hour up to a maximum of two (2) office hours per week, in minimum one-half (½)hour time blocks.

"Go-No-Go" and class size provisions will be the same as is provided through paragraphs 0102.1 and 0102 of this Agreement.

1003.0 Additional Compensation

1003.1 Any responsibilities other than special application projects designated by the Administrator as being worthy of extra pay shall be negotiated by the Teachers' Negotiations Committee at the time it is being proposed.

1003.2 Division Chairs will receive release time of four (4) contact hours during each of the fall and winter semesters and $115 per pay period (26 pay periods). Chairpersons are responsible for Summer duties such as unmet advising/orientation needs, meetings, etc. As much as possible these dates will be scheduled before the beginning of Summer.

1004 Rate of Pay for Staff Assignments

Payment for staff assignments shall be at the following rates:

1 Contact Hour Class	$ 728.00
2 Contact Hour Class	$1,456.00
3 Contact Hour Class	$2,184.00
4 Contact Hour Class	$2,912.00
5 Contact Hour Class	$3,640.00
6 Contact Hour Class	$4,368.00

Other contact hour assignments will be prorated based on the above schedule.

1005 Co-ops and Internships

Payment to faculty for co-ops and internships will be equal to the in-district tuition rate for those internships and co-ops. They will not count as part of the Teacher's regular load.

Teachers will monitor student activity and progress in these courses through frequent contact with the students and site supervisors.

1100.0 Academic Calendar for 2013-2014

Weeks		Days
August 21-22	Faculty on Campus	2
August 26-30	Classes Begin	5
September 2	**LABOR DAY BREAK**	0
September 3-6	Classes	4
September 9-13	Classes	5
September 16-20	Classes	5
September 23-27	Classes	5
September 30-October 4	Classes	5
October 7-11	Classes	5
October 14-18	Classes	5
October 21-25	Classes	5
October 28-November 1	Classes	5
November 4-8	Classes	5
November 11-15	Classes	5
November 18-22	Classes	5
November 25-27	Classes	3
November 28-29	**THANKSGIVING BREAK**	0
December 2-6	Classes	5
December 9-13	**EXAM WEEK**	5
	TOTAL	79

See 1100.1 for additional information about the calendar.

1100.0 Academic Calendar for Winter 2014

Weeks		Days
January 9	Faculty on Campus	1
January 13-17	Classes Begin	5
January 20-24	Classes	5
January 27-31	Classes	5
February 3-7	Classes	5
February 10-14	Classes	5
February 17-21	Classes	5
February 24-28	Classes	5
March 3-7	Classes	5
March 10-14	**SPRING BREAK**	0
March 17-21	Classes	5
March 24-28	Classes	5
March 31-April 4	Classes	5
April 7-11	Classes	5
April 14-18	Classes	5
April 21-25	Classes	5
April 28-May 2	Classes	5
May 5-9	**EXAM WEEK**	5
May 10	**GRADUATION**	.5
	Each faculty will spend up to four (4) days on campus advising new students in Summer. (2014 SOAR dates: June 3,5, Aug. 14,19)	4
	TOTAL	85.5

See 1100.1 for additional information about the calendar.

1100.0 Academic Calendar for 2014-2015

Weeks		Days
August 20-21	Faculty on Campus	2
August 25-29	Classes Begin	5
September 1	**LABOR DAY BREAK**	0
September 2-5	Classes	4
September 8-12	Classes	5
September 15-19	Classes	5
September 22-26	Classes	5
September 29 - October 3	Classes	5
October 6-10	Classes	5
October 13-17	Classes	5
October 20-24	Classes	5
October 27-31	Classes	5
November 3-7	Classes	5
November 10-14	Classes	5
November 17-21	Classes	5
November 24-26	Classes	3
November 27-28	**THANKSGIVING BREAK**	0
December 1-5	Classes	5
December 8-12	**EXAM WEEK**	5
	TOTAL	79

See 1100.1 for additional information about the calendar.

1100-0 Academic Calendar for Winter 2015

Weeks		Days
January 8	Faculty on Campus	1
January 12-16	Classes Begin	5
January 19-23	Classes	5
January 26-30	Classes	5
February 2-6	Classes	5
February 9-13	Classes	5
February 16-20	Classes	5
February 23-27	Classes	5
March 2-6	Classes	5
March 9-13	**SPRING BREAK**	0
March 16-20	Classes	5
March 23-27	Classes	5
March 30-April 3	Classes	5
April 6-10	Classes	5
April 13-17	Classes	5
April 20-24	Classes	5
April 27-May 1	Classes	5
May 4-8	**EXAM WEEK**	5
May 9	**GRADUATION**	.5
	Each faculty will spend up to four (4) days on campus advising new students in Summer. (June 2,4, August 20,25)	4
	TOTAL	85.5

See 1100.1 for additional information about the calendar.

1100.0 Academic Calendar for 2015-2016

Weeks		Days
August 26-27	Faculty on Campus	2
August 31-September 4	Classes Begin	5
September 7	**LABOR DAY BREAK**	0
September 8-11	Classes	4
September 14-18	Classes	5
September 21-25	Classes	5
September 28-October 2	Classes	5
October 5-9	Classes	5
October 12-16	Classes	5
October 19-23	Classes	5
October 26-30	Classes	5
November 2-6	Classes	5
November 9-13	Classes	5
November 16-20	Classes	5
November 23-25	Classes	3
November 26-27	**THANKSGIVING BREAK**	0
November 30-December 4	Classes	5
December 7-11	Class	5
December 14-18	**EXAM WEEK**	5
	TOTAL	79

See 1100.1 for additional information about the calendar.

1100.0 Academic Calendar for Winter 2016

Weeks		Days
January 7	Faculty on Campus	1
January 11-15	Classes Begin	5
January 18-22	Classes	5
January 25-29	Classes	5
February 1-5	Classes	5
February 8-12	Classes	5
February 15-19	Classes	5
February 22-26	Classes	5
February 29-March 4	Classes	5
March 7-11	**SPRING BREAK**	0
March 14-18	Classes	5
March 21-25	Classes	5
March 28-April 1	Classes	5
April 4-8	Classes	5
April 11-15	Classes	5
April 18-22	Classes	5
April 25-29	Classes	5
May 2-6	**EXAM WEEK**	5
May 7	**GRADUATION**	.5
	Each faculty will spend up to four (4) days on campus advising new students in Summer. (TBD)	4
	TOTAL	85.5

See 1100.1 for additional information about the calendar.

1100.0 Academic Calendar for 2016-2017

Weeks		Days
August 24-25	Faculty on Campus	2
August 29-September 2	Classes Begin	5
September 5	**LABOR DAY BREAK**	0
September 6-9	Classes	4
September 12-16	Classes	5
September 19-23	Classes	5
September 26-30	Classes	5
October 3-7	Classes	5
October 10-14	Classes	5
October 17-21	Classes	5
October 24-28	Classes	5
October 31-November 4	Classes	5
November 7-11	Classes	5
November 14-18	Classes	5
November 21-23	Classes	3
November 24-25	**THANKSGIVING BREAK**	0
November 28-December 2	Classes	5
December 5-9	Class	5
December 12-16	**EXAM WEEK**	5
	TOTAL	79

See 1100.1 for additional information about the calendar.

1100.0 Academic Calendar for Winter 2017

Weeks		Days
January 5	Faculty on Campus	1
January 9-13	Classes Begin	5
January 16-20	Classes	5
January 23-27	Classes	5
January 30-February 3	Classes	5
February 6-10	Classes	5
February 13-17	Classes	5
February 20-24	Classes	5
February 27-March 3	Classes	5
March 6-10	**SPRING BREAK**	0
March 13-17	Classes	5
March 20-24	Classes	5
March 27-31	Classes	5
April 3-7	Classes	5
April 10-14	Classes	5
April 17-21	Classes	5
April 24-28	Classes	5
May 1-5	**EXAM WEEK**	5
May 6	**GRADUATION**	.5
	Each faculty will spend up to four (4) days on campus advising new students in Summer. (TBD)	4
	TOTAL	85.5

See 1100.1 for additional information about the calendar.

1100.1 Calendar Guidelines

Academic calendars are based on a 16 week semester. The first day of classes in the fall semester will be the Monday before Labor Day. There will be a three or four week break between the end of the Fall semester exam week and the beginning of classes for the Winter semester. During that period there will be one (1) day designated for professional development and/or meetings during the second half of the last week of the break. Spring break will fall after the first 8 weeks of class in the winter semester.

Faculty will have input on the agenda for in-service/professional development days (2 days in August, 1 day in January) before the beginning of the semester. No in service/professional development meetings will be scheduled on the Friday before the start of classes.

Each faculty will spend four (4) days on campus for advising training and advising new students in Summer (SOAR days). SOAR dates will be established and published as part of the academic calendar planning process. June SOAR dates should be scheduled as soon after Memorial Day as reasonably possible, with the final SOAR date falling as close as possible to Faculty PD/Startup days in August.

Regular classes will conclude at the end of the 15th week. A schedule of a minimum of 120 minutes comprehensive exams will be made for the sixteenth (16th) week of the Fall and Winter semesters. Exam periods will be scheduled no closer than every three (3) hours. Any variations from the exam schedule will have the approval of the corresponding Instructional Dean.

The Instructional Leaders Team (ILT) and Student Services personnel will review and extend the calendar for the next three years at the first ILT meeting each fall semester. Any academic calendars proposed by ILT through this process for dates beyond the expiration of this contract will be considered tentative until a subsequent contract is ratified.

1200.0

BAY de NOC COMMUNITY COLLEGE
GRIEVANCE REPORT
(Complete in Triplicate)

Distribution of Copies: GRIEVANCE # _____

Received by: _____ / _____ / _____
Administration Association Instructor

Part I:
Name of Grievant: _____

Duty Assignment: _____ Date Filed: _____

Nature of Grievance *(append pertinent papers and use additional sheets of paper if necessary)*:

_____

_____

_____

_____

Clause of Contract Alleged to be violated:

_____

_____

_____

_____

Settlement Desired: _____

_____

_____

_____

_____

_____
Signature of Grievant Date

Part II:
Disposition of Grievance by Appropriate Administrator:_____

_____

_____

_____

_____
Signature of Administrator Date

Should the Grievant elect to appeal the decision above to a higher level, his/her request to appeal and the subsequent action will be recorded as endorsement to this form.

Part III:
Disposition of Grievance by President or Designee:_____

_____

_____

_____

_____
Signature of President Date

Part IV:
Disposition of Grievance by Board: _____

_____

_____

_____

_____
Signature of Board Secretary Date

Part V:
Disposition of Grievance by Arbitrator:_____

_____

_____

_____

_____
Signature of Arbitrator Date

EQUAL OPPORTUNITY STATEMENT

It shall be the policy of the Bay de Noc Community College Board of Trustees to assure the provisions of equal opportunity and equal access in educational acts. These provisions apply in all areas of employment, student services, and instructional programs. Discrimination because of, any legally protected status, which includes but is not limited to, race, color, religion, creed, gender, national origin, political affiliation, age, height, weight, disability, marital or veteran status, is prohibited.

Questions concerning Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of gender, should be directed to an EEO Coordinator:

Thomas Griggs
Director of Human Resources
Bay de Noc Community College
2001 North Lincoln Road
Escanaba, MI 49829-2511
906-786-5802, Ext. 1159
griggst@baycollege.edu

Inquiries related to the Americans with Disabilities Act or Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability, should be directed to the ADA Coordinator,

Thomas Griggs
Director of Human Resources
Bay de Noc Community College
2001 North Lincoln Road
Escanaba, MI 49829-2511
906-786-5802, Ext. 1159
griggst@baycollege.edu

Adopted by the Board of Trustees August 11, 1976; reviewed and revised September 8, 1982; revised and adopted by the Board on April 21, 1999, June 16, 2010.

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