

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

2025-2026

2026-2027

2027-2028

TABLE OF CONTENTS

RECOGNITION, RIGHTS AND GUARANTEES.....	1-10
Board Recognition.....	1-2
Off-Schedule Teacher	2
Lab Assistant/Instructional Assistant.....	2
Sole Agent.....	2
Supersedes	2
Changes in Current Policies	3
Copies of Proposed Policy Changes	3
Amendment.....	3
Effect on Individual Proffer and Step Placement.....	3
Access to Information.....	4
Copies of Agreement.....	4
Board Rights/Management Rights	4-5
Meeting Rooms	5-6
Privacy	6
Association Business	6
Professional Personnel and Association Leave	6
Use of Facilities and Equipment.....	6-7
Official Association Representative at Board Meetings	7
Association/Management Council	7-8
Academic Freedom	8-9
College Policies and Procedures	9
Textbooks and Other Teaching Materials.....	9
Distribution of Communications.....	9
Calendar.....	9
Curriculum.....	9-10
 INSTRUCTORS, PERSONNEL AND DIVISION PROCEDURES	 11-29
Proposed Class Schedule and Teaching Assignments	11
Instructional Base Load.....	11-12

Staff Assignments	12-13
Special Projects and Assignments	13
Instructor Responsibilities	13-16
Leads	16-18
Class Size Guidelines	18-19
Course Cancellation	19
Go Courses	19-20
No-Go Courses	20-21
Overload and Staff Assignments	21
Course Development.....	21
Designation of Student Advisors	21
Sponsorship of Student Activities	21
New Position	21
Establishment of New Positions	21-22
Tenure.....	22-23
Continuing Step Placement.....	23
Just Cause	24
Academic Divisions	24
Number of Divisions and Division Membership	24
Division Membership	24-25
Home Campus Designation	25
Division Chair Selection and Appointment	25-27
Division Chair Responsibilities	27-28
Division Chair Guidelines	28
Reporting Relationships	28-29
Participation	29
Specified Involvement	29
Division Meetings	29
Evaluation	29-30
Grades	30

APPOINTMENTS, PROMOTIONS, REDUCTIONS, AND RELATED MATTERS	30-32
Acting Promotions	30
Permanent Promotions.....	30-31
Reduction-Retrenchment	31-32
Temporary Staffing.....	32
 LEAVES – ABSENCES	 32-36
Sick Leave.....	32-33
Bereavement.....	33
Family and Medical Leave Act (FMLA) and Military Leave.....	33-34
Assault Upon a Teacher.....	34
Privilege of Teachers to Buy Benefits.....	34
Leaves of Absence/Sabbatical	34-36
Instructor Substitution.....	36
Personal Leave	36
 GRIEVANCE PROCEDURE	 36-41
Step One	37
Step Two	37-38
Step Three	38
Step Four	38
Step Five	38-40
Grievance File	40
Personnel File: Access.....	40-41
 FRINGE BENEFITS	 41-49
Professional Development	41
Professional Development Carry-Over.....	41
The Faculty Professional Development Fund.....	42
Retirement.....	42

Insurance Coverage	42-44
Insurance Opt-out	44-45
Short-Term Disability	45
Long-Term Disability	45-46
Professional Liability Insurance	46
Transportation Reimbursement.....	46
Transportation by Common Carrier	46
Allowance for Courses Taught at a Secondary Campus	47
Travel for College Business	47
Meals Allowance and Lodging.....	47
Tuition Grants.....	47-48
Retirement Compensation.....	48-49
Use of YMCA Facilities.....	49
Instructor office space	49
PAYMENTS	49-50
Date of Issue and Return	49
Salary Payment.....	50
Payments	50
First Paycheck.....	50
Final Paycheck.....	50
Overpayment.....	50
Death of Instructor.....	50
Professional Dues	51
Faculty Association Membership.....	51
Video Conferencing.....	51
Online Courses	51-52
Team Teaching	52
Independent/Directed Study/Low Enrollment	52
Secondary Campus.....	52
State Appointed Emergency Manager.....	52

DURATION OF AGREEMENT	53
Duration of Agreement	53
Further Agreement	53
Master Agreement Signature Page	54
Compensation	55
Instructor Salary System and Initial Step Placement.....	55-57
Degree When Related to Area of Teaching Responsibility.....	55
Teaching Experience.....	55
Related Work Experience Other Than Teaching	55
Conditions	55-56
Step Placement for Instructors with Less than a Bachelor's Degree.....	57
Outstanding Full-Time Faculty Award	57
Basic Salary Schedule	58-61
Summer Pay Schedule.....	62
Additional Compensation	62
Rate of Pay for Staff Assignments	62-63
Co-ops and Internships	63
Academic Calendar Year	64-66
Calendar Guidelines.....	67
Grievance Form	68-69
Equal Opportunity Statement	70

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 6 day of August, 2025, 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 master agreement.

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 instructors as enumerated in paragraph 0007 of this Agreement, all of whom are collectively designated as the "bargaining unit". The term "instructor" when used hereinafter in this Agreement shall refer to all members of the designated bargaining unit.

0007 Board Recognition

For the purpose of determining this bargaining unit only, a Bay de Noc Community College instructor shall be defined as an instructor assigned an average of fifteen (15) or more contact hours per week for a semester, or holds a full-time appointment to the College as an instructor.

An instructor, who uses the Summer 1 and/or Summer 2 Semesters to receive credit toward their maximum annual load, as provided in the master agreement, continues to be included in the bargaining unit. Instructors electing the off-schedule faculty option will continue to be members of the bargaining unit. Individuals who are employed exclusively to staff projects that are primarily funded by state, federal or private sources or contracted vocational classes are not included in this bargaining unit.

Individuals who are hired for one semester or less which have a total of fifteen (15) contact hours or less are excluded from the bargaining unit.

Individuals who are hired as substitutes for instructors on sick leave, long-term disability, leave-of-absence or emergency leave are excluded from the bargaining unit.

Instructors hired for one semester to teach fifteen (15) or more contacts due to special circumstances are excluded from the bargaining unit.

0007.1 Off-Schedule Instructor

If approved by the appropriate administrator, an instructor may elect to be classified for one-year periods as an Off-Schedule Instructor. At the end of each year, if mutually agreed by the appropriate administrator and the Off-Schedule Instructor, this classification may be extended. Off-Schedule Instructors are not bound by master agreement 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 Instructors will handle their responsibilities with time contributions which, on the average, exceed minimum master agreement hours. Instructors electing the Off-Schedule Instructor 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 instructor represented by this Association individually except where permitted by this agreement or required by law. Members' rights for Association representation shall continue to be available for any and all such negotiations.

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 master agreement 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 Proffer and Step Placement

Any individual proffer and/or step placement 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 proffer and/or step placement contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

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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 relating to Association business.

0018 Copies of Agreement

This Master Agreement will be posted online at www.baycollege.edu within 30 days after the Agreement has been signed by all parties. Copies may be printed from the College's website.

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, including measures for protecting employee health and safety during work time.
- 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, discipline and discharge employees, transfer employees, determine the size of the work force and to lay off employees, but not to conflict with the provisions of this Agreement.

- D. determine the services, supplies and equipment necessary to continue its operations.
- E. adopt reasonable rules and regulations.
- F. determine the qualifications of employees.
- G. determine the number and location or relocation of its facilities, including the establishment of relocations, buildings, departments, divisions or subdivisions, 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, programs, pursuit of program accreditation, 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 local Association meetings, at times that do not

interfere with normal institutional operations.

No charge shall be made for the local Association's use of institution rooms.

0020.1 Privacy

Association meetings and meetings between Association members will not be subject to surveillance. Meetings between Administration and Association members shall not be recorded by either party without the knowledge and consent of all participants. This does not apply to public meetings, such as meetings subject to the open meetings act, or recordings captured through regular college security procedures.

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, including instruction.

0021.1 Professional Personnel and Association Leave

- A. Any instructor 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 instructor 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 and Equipment

The Association shall have the right to use institution facilities and equipment on college property, including computers, printers, photocopying equipment, 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 administrative services. Use of equipment or college administrative services for personal business shall be prohibited unless approved in writing by the President of the College.

- 0022.1 When requested by the Association in writing, the Board shall provide a private office space to house and to provide reasonable security for Association materials essential to Association business. The location may be moved by the College with a 30-day notice. The Association shall notify the College in writing when such space is no longer needed.

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, they shall make such request of the Board and President within the same deadline period as Administration. The Board shall then recognize the president of the Association or their representative as a matter of new business. The Association President or their 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 Senior Leadership Team 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 master agreement.

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 recommendations 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 master agreement. 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.

The Association Management Council shall give attention to issues that need addressing that come up during the life of this master agreement 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 master agreement if ratified by both the College Board and the Association membership.

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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 instructors free to teach. Thus, no special limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas, except that the instructor must be acting within their competency area in accordance with accepted courses of study.

0026.2 While the instructor must be free to teach and live according to their conscience, so should the community they serve. The instructor 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 instructor. In addition, opinion and theory should be identified as such by the instructor.

0027 College Policies and Procedures

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

0028 Textbooks and Other Teaching Materials

All textbooks and other teaching materials shall be selected by the instructor except for multiple-section courses. In multiple-section courses, all instructors who teach the course shall be involved in the selection of the texts or other materials such as computer software to be used. The instructors, 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 instructors 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 master agreement 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 instructor 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 administrator-in-charge stating any concerns and recommendations or returned to the initiating instructor for modification. If a proposal is brought to the committee a third time after having been twice returned to the instructor for modification, after the third review by the Curriculum Committee, it must go on to the administrator-in-charge.

- 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 posted on the College's intranet.

- 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.

INSTRUCTORS, 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.

The primary goal in schedule development shall be a schedule that best meets the needs of the students at the College. Proposed class schedules and subsequent teaching assignments shall be developed collaboratively with the dean and the instructors of each division as a group. All college course schedules and teaching assignments will be reviewed by the division chair, area dean, and when applicable, the appropriate Iron Mountain Campus administrator before being finalized by the administrator-in-charge.

Any proposed modification to the schedule and teaching assignments may be made by the designated administrator only after consultation with the division chair, and instructor or instructors whose assignments would be directly affected by the modification. Instructors 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 instructor and administrator.

In the event that the affected instructor(s) 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 Instructional Base Load

The assigned college instructional load of a full-time instructor shall be a maximum average of fifteen (15) credit hours or fifteen (15) contact hours 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 instructor's load will be worked out by the instructor, division chair and the area Dean, and be subject to the approval of the administrator-in-charge.

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 instructor to add a new class, the new class will be determined by the Dean with instructor input.

If an instructor does not have the above load, the administrator-in-charge may assign similar duties commensurate with a maximum-average load.

0100.2 When it is approved by the instructor and the administrator-in-charge, an instructor may receive credit toward their minimum required annual load during the following Fall semester rather than receiving summer pay. The instructor shall notify the Division Chairperson and the administrator-in-charge, in writing, within fourteen (14) calendar days after approval.

Likewise, an instructor (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.

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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 instructor should teach more than eight (8) contact hours at the staff assignment rate per semester unless approved by the administrator-in-charge.

If a request is made by an instructor to teach staff sections and the request is denied by the supervising dean, the instructor may request a meeting for review (to be held before the term starts) by the administrator-in-charge, 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 instructor in the bargaining unit must be qualified to teach their assigned courses in accordance with applicable accreditation requirements. If at any time thereafter, an instructor becomes qualified to teach additional staff assignments, they 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, online, and other modes of instruction.

Requirements for teaching online 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 (including detail of qualifications, duties and expectations of the project) to all instructors 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 report detailing recipients of all special projects, release time, or additional payments from the previous semester as follows: in December for the Fall semester, in May for the Winter semester, and in August for the Summer semester. The report will go to the Association Board President.

0101 Instructor 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. Instructors are expected to work within their area of competency so that each student is challenged to achieve and learn. Instructors are expected to work and communicate professionally, honestly and respectfully with all students and colleagues.

- A. The instructor shall keep well-informed, with particular attention to the latest developments in their subject area and teaching and learning. Each instructor shall teach their assigned courses and develop course content and appropriate instructional materials for the course they teach. Each semester every instructor will prepare and submit to the appropriate dean an up-to-date, complete, and, accessible course syllabus using the College syllabus template 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 start of the semester.

Instructors will provide each student with the current course syllabus no later than the scheduled start date of the course. In the event the instructor did not receive advance notice that they would be teaching the class and, therefore, had insufficient course preparation time, the instructor will prepare, submit, and provide the course syllabus as soon as possible and no later than the end of the second week of classes.

The instructor shall be involved in the planning of disciplinary and, where appropriate, inter-disciplinary programs and courses. They shall 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, instructors shall be expected to attend commencement annually.

- B. Each instructor will actively advise students. The assignment will be made on a distribution of students in terms of numbers and programs.
- C. Each instructor 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 their discipline and the College. Instructors will report attendance or non-attendance as needed by the College.
- D. Instructors will regularly monitor college communications (e-mail, voicemail, print and other electronic media) and utilize the common electronic calendar.

The instructor will respond to student communications and update grades in a reasonable and timely manner to support student success. Timelines for communication and grading expectations will be outlined in the communication guidelines section of the course syllabus. If these cannot be adhered to, the instructor will share this immediately with student(s).

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

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 instructor. Such behavior should be addressed by the instructor in

as tactful, fair and effective a manner as possible. Remedies may include a private conference with the student, a conference with the administrator-in-charge, or dismissal from class. Refer to the Disruptive Students section of the College catalog as an additional resource.

F. Student Hours and Other Guidelines

1. Instructors shall maintain at least five (5) hours per week for consultation and advising with students and advisees. Such hours shall be in addition to their scheduled classes. Student hours will be held on more than one day unless approved by the administrator in charge. Instructors may hold student hours in person, virtually, or a combination of both, based on course modality and student needs. The college's designated scheduling tool will be used to facilitate student access and appointment coordination. It is the instructor's responsibility to manage this scheduling and ensure availability.

Each instructor will provide access to their availability on their office door, on the common electronic calendar, and in the college's internal directory. During the final week of the semester, faculty are not required to hold regular student hours but will be available by appointment as needed.

2. Instructors' hours are determined by their responsibilities: e.g., class schedules, meetings, workshops, etc.
3. An instructor who teaches an evening class, which ends after 9:00 p.m. as a part of their regular load shall not be assigned without their consent a class prior to 9:00 a.m. on a morning after they have 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.

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

H. Each instructor is required to participate in professional development activities each academic year. These days will be in-person unless otherwise indicated. These consist of the following:

- Fall In-Service the Monday before the start of the semester
- Fall Student Orientation at respective home campus and virtual Professional Development on Friday before the Fall semester begins
- Professional Development Days consisting of two dates selected during the Fall Semester and one in the Winter semester which will be established by August 15 of each academic year
- Winter In-Service the Thursday before the start of the semester
- Teaching and Learning Day in May which will be scheduled the Thursday after winter grades are due

101.1 Leads

A. Content Area Lead

Full-time faculty who teach and lead courses with sections consistently taught by multiple instructors may be eligible. Examples may include the following: biology, chemistry, composition, communications, math, psychology, and sociology.

The process and timeline for determining areas of need, nominations, and selections includes the following:

1. Dean will collaborate with the Division Chair to determine areas of need.
2. Faculty can self-nominate within their Division.
3. Division Chairs will forward the names of nominees to the Dean for review.
4. The Content Area Lead will be notified of their appointment by the Dean prior to May 1. The term of service for the Content Area Lead shall commence at the end of the Winter semester and run through completion of Winter semester in the following year.

Responsibilities include the following:

1. Review course learning outcomes across sections for consistency and alignment to program and institutional learning outcomes.
2. Support content area data collection, course review, and analysis of course alignment within broader program structures.
3. Set standard textbook and 3rd party materials in collaboration with other instructors and share with the Division Chair.
4. Work with deans to support course consistency across multiple sections and instructors.
5. Mentor and collaborate with instructors on teaching and

learning best practices in the content area.

Annual compensation: \$1,000 (Half is payable at the beginning of the Fall semester, and the remaining half is payable at the beginning of the Winter semester).

B. Occupational Program Lead

Occupational Program Lead Full-time faculty who teach in an occupational area.

Examples may include the following: accounting, automotive, business, CIS, CNSS, criminal justice, EMS, early childhood education, mechatronics, nursing, office information systems, water resource, and welding.

Occupational Leads will assume the responsibilities of Content Area Leads, along with the following items:

1. Make recommendations for program scheduling.
2. Make recommendations for staffing/hiring appropriate instructors to teach in the program.
3. Order equipment and supplies, and oversee facilities needed for the program.
4. Coordinate Advisory Board meetings.
5. Review programs through the PERT process and make recommendations for program improvement and curriculum revision.
6. Participate in accreditation meetings, as appropriate, and serve functions required by program accrediting bodies.

Annual compensation: \$ 2,000 (Half is payable at the beginning of the Fall semester, and the remaining half is payable at the beginning of the Winter semester).

C. Accreditation Lead

Full-time faculty who are leading a program level accreditation
Examples include the following: automotive and nursing

Accreditation Leads will assume the responsibilities of the following items:

- Adhere to accreditation cycles and deadlines.

- Communicate and collaborate with colleagues, including other instructors and administration throughout the accreditation cycle.
- Participate in the necessary practices connected to each accreditation.

Compensation will be provided in the form of release time, based on an estimated number of hours required for the work. Release time may be applied to any of the three academic semesters leading up to the accreditation deadline.

The instructor is expected to collaborate with the administrator in charge to establish a written proposal outlining both the compensation and release schedule. Administration will review the proposal and, upon approval, move forward in coordination with the instructor to implement it.

Note: Those who are compensated for this work within a job description are not eligible for this compensation.

0102

Class Size Guidelines

On-Campus (On-Campus and On-Campus Hybrid) Class Size:

Maximum class size for on-campus courses:

The following maximum class size guidelines shall be observed for both traditional (face-to-face) classroom (On-Campus) classes and hybrid (On-Campus Hybrid) classes.

In cases where there is sufficient room capacity or stations available, additional students may be added upon the permission of the instructor of the class. Additionally, if the number of available stations is fewer than the cap or if safety is a concern, the class size may be reduced accordingly with adjustments made in collaboration with the instructor and the administrator.

Lecture.....	28
Laboratory.....	Number of Stations
Lecture-Laboratory Related	75
English Composition (ENGL 101,102 & 145 or eq.)	22
Communication (COMM 103, 104 & 201).....	22

English and Math Co-Requisites
(ENGL 098C/ENGL 101C, MATH 095C/MATH 105C,
& MATH 097C/MATH 107C)18

Auto Mechanics Lab 18

Welding Lab..... 18

Machine Tool Lab 10

Business Communications..... 24

Required accreditation and/or regulatory program ratios may also impact class size limitations.

Online (Online and Online Hybrid) Class Size: Maximum class size for online courses:

24 students is the maximum class size unless otherwise agreed to by the instructor.

English composition online classes
(ENGL 101,102 & 145 or equivalent) 20

Computer instruction courses
(CIS, CSCI, CNSS, NURS 210)19

English and Math Co-Requisites
(ENGL 098C/ENGL 101C, MATH 095C/MATH 105C, & MATH 097C/MATH 107C) 18

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 online courses, and ten (10) for out-of-county courses.

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).

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 Iron Mountain campus, the appropriate Iron Mountain campus administrator, will initiate course cancellation for No-Go courses. Cancellation procedures will include:

Courses that are cancelled prior to the No-Go designation (eight (8) days before the start of the semester for full-term classes or the start of class for classes that start later), will only be cancelled after consultation with the affected faculty member and division chair. Courses cancelled after the official No-Go designation may be cancelled by the dean:

1. Independently, but consultation with both the assigned faculty member and the division chair should still occur if at all

possible.

2. The instructor and the Registrar will be informed of the cancellation as soon as practicable.
3. When appropriate a Go course will replace the No-Go Course in the instructor's schedule.

0103 Overload and Staff Assignments

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

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

0104 Course Development

An instructor 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 instructor and administrator-in-charge shall work cooperatively to establish the assignment and the reduction.

0105 Designation of Student Advisors

All student advising shall be the responsibility of the instructors, and any qualified person as approved by Administration.

0106 Sponsorship of Student Activities

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

0107 (Blank)

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 instructors, where the remaining twenty-five (25) percent constitutes a load by full-time instructors, the need for additional full-time instructors will be determined by the results of a clear, comprehensive evaluation process conducted by the Deans and the Division Chairs, which annually is scheduled by and reported to the Instructional Leaders Team.
- 0108.2 The administrator-in-charge, in their sole discretion, shall determine the 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 0108.3 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 0108.1
- 0108.6 The administrator-in-charge shall follow Federal and State EEO Guidelines and Laws in hiring practices.
- 0109 Tenure
- A. Only instructors who have had three years full-time teaching service at Bay de Noc Community College (two regular semesters a year, excluding Summer 1 and Summer 2 sessions) shall be eligible for tenure.
- Academic Affairs and the Association President will co-host an annual meeting each fall semester to discuss the tenure process and to offer support for those faculty seeking tenure.
- The evaluation process for tenure track faculty is addressed in section 0114 and additional procedural details will be shared by Academic Affairs with new instructors within the first semester of teaching as full-time faculty.
- B. New instructors shall be on probationary status for a minimum of three (3) years and a maximum of five (5) years.
- C. Instructors shall be required to serve only one (1) probationary period in this institution, unless they resign or are dismissed.

- 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 evaluating an instructor's performance, a fourth year provisional step placement may be issued to the individual. This fourth year provisional step placement will be followed by one of the following: Tenure, a fifth year provisional step placement, a fifth year placement, or no step placement. If a fifth year provisional step placement 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 step placement be interpreted as meaning that tenure has been awarded.

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

- F. Notice of resignation or non-renewal 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 master agreement do not affect the administrative right of limiting step placements during the initial probationary period.
- H. If a tenured instructor intends to resign, they must submit their resignation. The college requests that they would notify the college by February 1 for departure before Fall Semester and October 1 for departure before Winter Semester. They should indicate in writing the intended last date of employment.

0110

Continuing Step Placement

On successfully completing a signed probationary step placement letter, the instructor shall be considered for tenured status as indicated in 0109. A tenured instructor will have continued step placements, except when canceled through the instructor reduction procedure of the Agreement (0205). A minimum of ninety (90) days written notice should be provided by the instructor to the College if the employee is not returning to teach in the following semester.

0111 Just Cause

0111.1 No instructor shall be disciplined without Just Cause. Disciplinary action shall be defined as any warning, reprimand, time off without pay, withholding of pay, or discharge. The amount and type of discipline shall depend on the severity of the offense and other relevant factors of the Just Cause standard. Discharge of a non-tenured instructor is not arbitrable.

0111.2 An instructor 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 instructor will be in the classroom.

0111.3 If discharge of a tenured instructor is to be considered because of inadequacies (i.e., competence as opposed to misconduct) observed in the instructor's professional work with students,

- A. the inadequacies must be well-founded incidence(s) that have been documented in the instructor's personnel records.
- B. the instructor must be given clear direction to improve and the consequences of their failure to do so.
- C. adequate opportunity for the instructor to make improvements shall be worked out between the Dean-in-charge and the instructor.

0112.0 Academic Divisions

A. Number of Divisions and Division Membership

Changes to division names, structures, or academic assignments may occur through academic strategic initiatives; however, such changes shall not be used to initiate, justify, or facilitate layoffs or staffing reductions. All proposed changes must be communicated transparently and developed in collaboration with faculty.

Divisions are as follow:

Allied Health

Arts and Letters

Business

Math and Science

Social and Behavioral Sciences

Technology

1. Division Membership

Division membership will be determined at the time of hiring.

The administrator-in-charge will assign the instructor to the division in which their courses fall. In the case where load is derived from more than one division, the administrator-in-charge will assign the instructor 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 instructor will have their home campus designated at time of hire (Escanaba or Iron Mountain). If an instructor chooses to accept a position on a different campus, this change to their home campus will be documented in the instructor's personnel file. Any change in home campus must be approved by both the instructor and the College.

3. If any full-time faculty positions become available, qualified current instructors 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 instructor applies for the same posted position, selection criteria will be the same as for reduction-retrenchment (0205.1).

With the consent of the administrator-in-charge, an instructor may transfer from one division or department to another. Under no circumstances will they be transferred against their will, unless the transfer is for misconduct meeting the Just Cause standard in section 0111.

B. Division Chair Selection and Appointment

1. Division Chairpersons will be appointed for a two-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 Division will notify its members and their administrator in writing who the nominees are.
 - c. After deliberation, a vote of the Division members will determine the divisions' top nominee.
 - d. Finally, the Division will forward a full list of nominees with the Division's recommendations to the Area Dean prior to April 1.
3. The Area Dean will review the recommendation of the Division 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.
 - 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. 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 instructors.
3. Assist the Dean in situational problem solving involving divisional matters.
4. Promote productive communications within the Division, (including part-time and direct credit instructors at all locations and modalities) at Division meetings.
5. Represent the division interests at meetings with the administrator-in-charge.
6. Assist with the granting of waivers, credit-by-examination, independent study, and directed study.
7. Work in collaboration with the Dean in hiring and recommending instructors to courses being taught on a part-time basis.
8. Assist in orientation and mentoring of part-time and full-time instructors.
9. Coordinate with the Dean to streamline instructor input on the College budget and help monitor division spending on equipment, materials and travel.

10. Assist in the development of the course schedule in all locations and modalities.
11. Assist and coordinate with academic advising and curricular issues.
12. Assist in articulation activities.
13. Division Chairs are responsible for ensuring that adoptions of course materials are completed for the division by institutional deadlines. Division Chairs will enter course materials for part-time instructors. For classes assigned after the deadline, and upon communication of staffing by the Dean, Division Chairs will work with the instructor to ensure timely entry of course materials.
14. Partner with the Dean and faculty in drafting the annual Division Needs Report on behalf of the Division.

D. Division Chair Guidelines

1. Division Chairs will receive release time of nine (9) contact hours per academic year. Any Division Chair receiving release time will be restricted to the number of hours allowed instructors for staff assignments minus the hours of release time. (Division chair responsibilities cannot be used to expand total allowable hours). The release time of nine (9) contact hours is to be spent during the Fall and Winter semesters.
2. Division Chairs can be expected to assist in student advising and other Division Chair responsibilities for up to seven (7) days per Summer. This includes the summer advising/training day and summer advising time requirements.
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 administrator-in-charge annually, at the end of the academic year.
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

Iron Mountain Campus instructors shall report to the Administrator-in-

charge 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.

An instructor 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 instructors shall be democratically involved within their division and with administration and which will specifically be included in their deliberation, will include, but not limited to the following:

- A. The development of divisional curricula.
- B. The determination of course offerings and teaching assignments, including off-campus and Summer 1 and Summer 2 sessions.
- C. Instructor participation in the preparation of the divisional budget.
- D. All Division meetings shall include a video conferencing option for remote participants.

0113 Division Meetings

A schedule of division meetings shall be determined by the Division 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 instructors. The process will include, but not be limited to, classroom and

laboratory observations, clinics, review of online courses, assessment of involvement in college activities, professional development activities, improvement since past evaluations, and a conference between the instructor and the administrator performing the evaluation.

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

All non-tenured instructors 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 instructor, the Institution may appoint the instructor to hold an administrative position on an acting basis for a period not to exceed one calendar year. Their title in the administrative position will include the word "acting" during the time they hold the administrative position.

0201.1 An instructor holding an acting position shall have the right to:

- A. Return to their former position; and,
- B. Return to the bargaining unit with full rights and benefits as conferred by the Master Agreement.

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 them under this master agreement to have continued in the bargaining unit during the time they 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 instructor is superior to that of another.
- B. Past Performance: This factor will be used when written records substantiate that this quality in one instructor is superior to that of another.

If items A, B, and C are relatively equal as substantiated by written documentation in the instructor's personnel file, first tenure then seniority shall prevail.

Seniority: This factor is to be interpreted on the basis of continuing employment as a full-time instructor at Bay de Noc Community College.

0205.2 Before official action on reduction of instructors 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 instructors is taken by the Board, it will 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 instructors 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 instructors: (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 an instructor's step notification letter, said instructors will be given first opportunity to fill such a need, provided the instructor is qualified. In the event two or more instructors are equally qualified, the instructor with the most seniority will have priority.

0205.6 In conjunction with section 0601, which provides that the individual step placement executed between each instructor 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 step placement and the individual step placement 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

An instructor who is hired for two (2) semesters or less is removed from the teaching staff upon the expiration of the individual step notification letter and does not fall under Reduction - Retrenchment clause of this master agreement (0205).

LEAVES - ABSENCES

0301 Sick Leave

0301.1 Instructors will accrue three (3) hours sick leave bi-weekly during Fall semester and three (3) hours bi-weekly during Winter semester. Three (3) hours of sick leave bi-weekly will be granted to instructors who teach during the Summer 1 and/or Summer 2 semester. The Summer 1 and Summer 2 semester sick leave accrual cannot exceed a total of eighteen (18) hours in total, nor can an instructor earn more than seventy-eight (78) sick hours during the academic year. Accumulation of sick leave may not exceed a total of one hundred and eighty (180) hours.

0301.2 Sick leave shall be charged on any day during which the instructor has an assigned duty. Assigned duties are defined as: scheduled classes, advising days, start-up days, professional development days, or scheduled student hours. Charges to sick leave are for the hours missed. Each instructor shall notify the office of the administrator-in-charge as soon as it can be reasonably expected to do so.

- 0301.3 Acceptable usage of sick leave is defined in the College's sick leave policies.
- 0301.4 After three (3) consecutive contract days, or for FMLA or ADA verification purposes, the appropriate administrator may ask the instructor 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 instructor 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 instructor from conducting their 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 an instructor presently on sick leave is fit to return to work on a part-time basis after an illness or injury, they may do so provided both the instructor 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 instructor may have a maximum of three (3) days paid time off. If approved by the area Dean, 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 circumstances shall bereavement days be granted for one's own death.
- 0302 Family and Medical Leave Act (FMLA) 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 eligible employees for serious health conditions or serious health conditions of close family

members, and for childbirth, new baby care, adoption, or foster care and circumstances related to military service conditions covered by FMLA. The leave year shall be calculated on a rolling-backward basis except for military care-giving leave which is required by law to be calculated on a rolling-forward basis. 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 an Instructor

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

0304 Instructors 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 instructor 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 instructor, police and the courts.

0306 Privilege of Instructors 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 instructor to continue any or all such benefits at their own expense.

0307 Leaves of Absences or Sabbaticals

- A. An instructor may take a leave of absence (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., instructors will receive no salary from the College. One exception to the no-salary provision may be made for an

instructor-exchange program. Any period served as an exchange instructor shall be considered as time taught with the College for the purposes of the salary schedule. A second exception is when an instructor 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. An instructor on leave will be permitted to remain a member of the group insurance plan in effect at the College during their absence. During this period of leave, the instructor will pay the full amount of the premium due under such a plan. If an instructor has “banked” courses for a sabbatical, they will not be required to pay the medical premium during their absence; likewise, other fringe benefits will continue as normal.
- D. Instructors 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 instructor.
- 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 instructor desiring leave. The instructor can assist in this effort, but the responsibility rests with the administrator-in-charge.
- H. The administrator-in-charge shall notify the instructor 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 instructors can, along with the above approvals, 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 instructor 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 Instructor Substitution

- 0308.1 Instructors 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 instructor is needed and available, an attempt shall be made to hire one.
- 0308.3 If another instructor in the bargaining unit substitutes for the absent instructor without pay, no sick leave will be charged against the absent instructor. If another instructor in the bargaining unit substitutes for the absent instructor with pay, sick leave will be charged to the absent instructor. The pay for the instructor 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

Instructors shall be entitled to two (2) personal leave days per year. This leave must be taken in ½ day increments (less than 4 hours) or full-day increments (more than 4 hours). It is the responsibility of the instructor to make arrangements for continuity of learning during their absence at no additional cost to the College. Personal leave cannot be taken without prior Administration approval. Personal leave days cannot be accumulated from year to year.

GRIEVANCE PROCEDURE

- 0400 Any claim by the Association or the instructor that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be resolved through the procedures set forth herein. Instructors may not initiate grievances against other instructors covered under this master

agreement.

0400.1 All time limits herein shall consist of full business days (Monday through Friday when the College is open). 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 instructor is at work. In the event, however, in the handling of a grievance, it becomes necessary for the instructor to leave their work, they shall first obtain permission from their administrator-in-charge.

0400.3 In the event that an instructor believes there is a basis for a grievance, the instructor shall first discuss the alleged grievance with the appropriate administrator either personally or accompanied by their Association representative. Only the necessary persons and/or instructors to the grievance shall be present at such meeting.

0400.4 Step One

If, as a result of the informal discussion with the appropriate administrator, a grievance still exists, the instructor 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 their 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 their 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 instructors 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 President. If the President of the College holds a meeting, they shall present the Association President, within five (5) days after conclusion of such meeting, with a written answer to the grievance.

0400.7 Step Three

If the grievance is not resolved in Step Two, or if no written response from the President of the College is made within the Step Two timeline, the Association may request non-binding Mediation from the Michigan Employment Relations Commission within ten (10) days.

The Association will notify in writing the Director of Human Resources or designee of such request.

If the grievance is resolved through Mediation, the resolution shall be memorialized in writing and be final and binding upon the parties. If the Association does not elect to submit the grievance for Mediation, the Association may proceed directly to Step Four.

400.8 Step Four

If the alleged grievance is not settled at Step Two Three, or if the Association chooses to directly proceed to this step, the grievance 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 (or the required response date has lapsed), or date of the final Mediation meeting. The Board, or a committee thereof, shall hold a hearing, or otherwise investigate the grievance, or prescribe such other procedures as it may deem appropriate for consideration of the grievance. The Association shall have an opportunity to present its views at this step. The Board, or committee thereof, shall render a decision on the grievance and present it in writing to the Association within twenty-five (25) days after the date the matter was referred to the Board of Trustees.

0400.9 Step Five

If the alleged grievance is not resolved at Step Three Four, the matter may be referred to arbitration. Either party may refer the matter to arbitration, provided that notice to refer the matter is given to the other party within ten (10) days from the date of the Board's (or committee'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 parties shall exchange a list of witnesses and exhibits five (5) days before the initial Arbitration hearing date.

The Arbitrator shall hear the grievance in dispute and shall render their decision in writing as soon as possible after the close of the hearing. The Arbitrator's decision shall set forth their 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 their 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 shall be shared by the Employer and the Association equally. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such employee, witness, or requesting such participant.

The termination of a probationary or non-tenure instructor 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 instructor having a grievance to discussing and having it resolved informally with the Employer, provided that the Association be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the Employer is not inconsistent with the terms of this Agreement.

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

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

0400.10 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 shall be filed separately from the participants' personnel files, excluding disciplinary actions and other material normally kept in the instructor's personnel file. Disciplinary actions overturned by an Arbitrator shall not be kept in an instructor's personnel file.

0402 Personnel Files: Access

A designated member of the Association may, during normal college business hours, with reasonable notice, and 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 instructor shall have access to their own file, from Human Resources, during normal business hours, with reasonable notice. 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 an

instructor's personnel file, a copy of said complaints or entries shall be sent to the instructor.

- 0405 An instructor that has entries or complaints of a derogatory nature placed in their personnel file, will have a right to respond in writing to these derogatory remarks.

0500 **FRINGE BENEFITS**

Instructors shall receive fringe benefits as outlined in this master agreement.

0500.1 Professional Development

For professional development, each instructor shall be annually credited \$1,500.00 or an amount that will not result in exceeding the annual cap.

Guidelines for use of these funds include:

These funds may be used for conferences, continuing professional development, professional memberships, and other resources related to teaching and learning and/or disciplinary expertise. Technology requests require approval from the IT Governance Committee. Faculty will also complete and submit an annual professional development questionnaire for dean review.

0500.2 Professional Development Carry-Over

Professional development funds may be carried over from one year to the next, but are subject to a cap of \$3,500.

Deans may approve greater savings levels above the cap as part of an instructor's development plan. Funds exceeding the cap at the end of any academic year will be transferred to The Faculty Professional Development Fund.

- A. An accounting of funds transferred from each account will be forwarded to each instructor prior to August 15 each year.
- B. Tracking of funds will be coordinated by the Business Office.
- C. Unused funds will be transferred to The Faculty Professional Development Fund at the time of the instructor's retirement.

0500.3 The Faculty Professional Development Fund

The Faculty Professional 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 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

Instructors 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 instructors 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:

The Board has 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's Publicly Funded Health Insurance Contribution Act, MCL 15.563, (PA 152 of 2011).

The Medical benefit coverage year shall be from January 1 to December 31 of each year of the Agreement.

Medical coverage: The employer shall provide medical coverage for a full twelve (12) month period for each year of this Agreement for the bargaining unit member and their eligible dependents as defined by MESSA, including sponsored dependents.

Medical insurance: The specific medical plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UP APA). Plans will be decided by the Coalition Team each September (after the initial year) for implementation

the following January 1. Should the College no longer participate in the UP APA, or if the UP APA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life and long term disability benefits are still subject to this collective bargaining and are listed elsewhere in this contract.

The College shall not contribute/pay for any deductibles/co-pays associated with participation in any of the Choices II plans.

Through expiration of Master Agreement:

The College shall not pay more for total health care premiums, co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs than the amount established annually by the Michigan Department of Treasury (the hard cap). The College's payment and limits thereto shall be subject to all provisions of PA 152 of 2011. The College will contribute the maximum dollar amount of the hard cap allowed by the state toward healthcare.

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

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

At a minimum, medical insurance coverage for the family that was in place when an instructor dies will continue for the remainder of the month in which the instructor 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 an instructor if they already have college-supported medical coverage by another employee of the College.

Instructors 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 instructor.

Personal effects insurance to \$5,000 per instructor (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 instructor.

Travel insurance of \$100,000 (\$500,000 limit per accident) on any instructor attending meetings or taking field trips related to their teaching or professional improvement.

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

- 66 2/3 percent of salary
- 180 calendar day waiting period
- \$8,000 maximum per month
- two-year own occupation definition
- benefits payable to social security normal retirement age; accident and sickness
- waiver of premium while totally disabled
- rehabilitation provision
- mental rider provision

With respect to the above coverages, the employer shall be obligated only to tender premiums.

0501.2 Insurance Opt-out

Instructors with proof of another qualified health plan meeting the affordability and coverage requirements of the Patient Protection and Affordable Care Act may elect compensation in lieu of medical coverage. For those instructors who choose this option, the College will compensate the instructor \$2,100, paid over regular bi-weekly pay periods. The instructor 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 instructor elects the annuity, they are responsible for notifying the Business Office with the name and contact information of the qualified plan.

Instructors 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 instructor's accrued sick leave and the 180-calendar day waiting period for long-term disability. This plan is established to provide for an instructor 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 an instructor 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 instructor 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, they may do so provided both the instructor and the administrator-in-charge approve. If requested by the administrator-in-charge, medical assurances will be provided.
- E. An instructor must provide the College with medical assurance that they are 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 their original position if it still exists, or a vacant position within the area of their 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 they are 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 instructor'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 instructors in the event of a suit instituted against the institution as a result of their professional duties.

0503 Transportation Reimbursement

Instructors 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 instructor 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 Employees are expected to exercise prudence in their selection of transportation. Faculty are encouraged to utilize the college vehicle fleet.

503.3 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), they 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, they will not be eligible for this allowance.

Pay for mileage will be in accordance with IRS regulations.

0503.5 Travel for College Business

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

0504 Meals Allowance and Lodging

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

Meals paid for by the traveler are reimbursable at the college's per diem rate. Per diem is not permitted when meals are included at the event. Lodging will be reimbursed at actual cost shown on receipt.

0505 Tuition Grants

0505.1 Each full-time instructor may take any class or classes offered by Bay de Noc Community College they desire, provided there is no conflict with their assignment. No tuition will be charged.

0505.2 Spouses and children and or legally adopted children of the instructor 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 instructors, 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 Instructors 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 instructor are excluded from this provision.

Instructors 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 an instructor dies while employed by the College the surviving spouse and children of the deceased are eligible for tuition grants if the instructor 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 instructors and spouses may be allowed a waiver of tuition from workshops, seminars, and clinics under the following conditions:

- A. The event is sponsored and funded solely by Bay College;
- B. There are sufficient openings;
- C. The instructor 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 instructor 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 (MPERS), or the equivalent using the MPERS 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 instructor 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 YMCA Membership

Bargaining unit members shall receive an individual YMCA membership for the Northern Lights YMCA in Delta County and Dickinson County.

0507 Blank

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

PAYMENTS

0601 Date of Issue and Return

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

Each instructor is responsible for having on file verification of all materials to substantiate salary placement. Any material placed on file sixty (60) days after master contract agreement 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 instructor will sign and return the step notification letter within three weeks.

0602 Salary Payment

The salary of each instructor 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 and Direct Deposit

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

Payroll is authorized to make paycheck withdrawals for health insurance and other mutually agreed payroll deductions for all eligible instructors. The college is also authorized to direct-deposit paychecks with agreement of the employee.

0603.2 Final Paycheck

When an instructor's employment is to be concluded with the College, they 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 satisfactorily completed. Instructors 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 Overpayment

In the event of a verified overpayment in salary or benefits, under the terms of this Agreement, the bargaining unit member shall make prompt repayment to the College. In the event the member fails to make the repayment, the College may payroll deduct the overpayment as a condition of this contract pursuant to the authority set forth in MCL 408.447.

0603.4 Death of Instructor

If an instructor dies while employed by the College, the spouse or beneficiary will receive pro-rated compensation and benefits for the portion of the step notification letter completed by the instructor. Minimum medical insurance coverage remains per clause 0501.1.

0604 Professional Dues

Any instructor 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 instructor 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 Video Conferencing

- A. Any course taught using video conferencing 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 video conferencing courses is ten (10) students.
- B. Sections of video conferencing courses at multiple sites are considered one section for load determination.
- C. Courses offered using video conferencing must be identified in the schedule prior to the term in which they occur.

0607 Online Courses

Course Development: If the supervising Dean asks an instructor to design, develop and offer an online course, the instructor 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 instructor was not paid to develop the course, the instructor retains ownership of the course materials they developed for the course. However, the course outline and syllabus remains property of the College.

0608 Team Teaching

Team teaching includes two or more instructors collaborating in the planning and delivery of a course. All team-teaching arrangements including but not limited to compensation and load assignments must be approved by the supervising dean(s) before the team-taught courses are offered.

0609 Independent/Directed Study/Low Enrollment

Instructors teaching an independent/directed study will be paid a sum equal to the Delta County in-district tuition course contact hour rate. This payment shall be subject to only the normal deductions for income taxes, social security taxes, and instructor share of MIP retirement.

A low enrolled course is one that has low enrollment and would have been cancelled, except the instructor agrees to teach the class as scheduled for the Directed Study rate of pay. If the course obtains enough enrollment, the low enrollment designation is removed from the course and the instructor is to be paid the normal contact hour rate.

0610 Secondary Campus

All class assignments at a secondary campus location will be voluntary for all instructors 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 instructors.

0611 State Appointed Emergency Manager

Per Article 0019.1 this provision of this Agreement, the Parties are in compliance with the Local Financial Stability and Choice Act, 2012 Public Act 436 regarding appointment of an emergency manager, and PERA regarding inclusion of a provision regarding duties of an emergency manager. If PERA is modified or amended to not require this provision, this provision shall become null and void.

DURATION OF AGREEMENT

0700 Duration of Agreement

This Agreement shall be effective as of the 6th day of August, 2025 and shall continue in effect until 11:59 p.m. on the 2nd day of August, 2028. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Final payment will be issued on the 28th day of July, 2028.

0700.1 Further Agreement

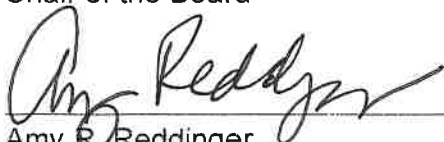
It is agreed that bargaining for the Agreement which shall replace this Agreement shall commence no later than January 15, 2028. However, this shall not preclude the rights provided for in paragraphs 0012 and 0013 of this Agreement.

FULL-TIME FACULTY MASTER CONTRACT AGREEMENT 2025-2028
SIGNATURE PAGE

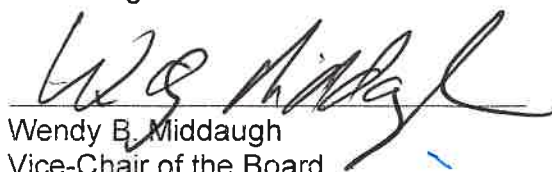
BOARD OF TRUSTEES



Nicholas M. Chenier
Chair of the Board



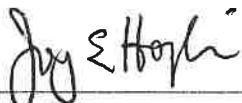
Amy R. Reddinger
Chief Negotiator



Wendy B. Middaugh
Vice-Chair of the Board



Terri T. Mileski
Secretary of the Board

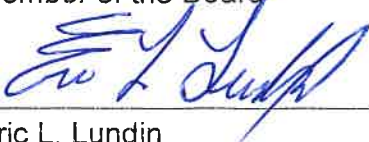


Joy E. Hopkins
Treasurer of the Board

Signed by:



Steven D. Soderman
Member of the Board



Eric L. Lundin
Member of the Board



Katherine VanEnkevort
Member of the Board

TEACHER ASSOCIATION



Amber C. Kinonen
President/ Chief Negotiator

DocuSigned by:



Ronald A. Pearson
Negotiation Team Member

1000.0 Compensation

1001.0 Instructor Salary System and Initial Step Placement

A. Degree when related to area of teaching responsibility

At hire, each instructor will be assigned a pay range and initial step placement on the Base Salary Schedule based on their highest academic achievement, teaching experience, and applicable work experience as outlined below. Salary amounts and Step Schedules are listed in Section 1002.0. The determination of initial step placement for new instructors begins at step one (1).

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. Experience not recognized in the calculation of the initial step points cannot be "made up" in subsequent years.
 4. Instructors 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. An instructor 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 administrator-in-charge, and the President of the Faculty Association.
 7. Any instructor who earns a higher academic degree will retain their current step placement but move to the appropriate salary schedule at the beginning of the subsequent Fall or Winter semester. If the instructor was at the last step of the salary schedule, they will move to step 13 of the higher schedule.
 8. An instructor shall move one step per year within their established pay range on the basic salary schedule until the instructor's salary reaches the top of the basic salary schedule.

E. Step placement for instructors with less than a Bachelor's degree

When instructors 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 instructors will be at a position on the scale other than what are the standard guidelines. This is intended for situations when the new instructor'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 instructor will progress through the salary chart in the normal fashion.

F. Outstanding Full-Time Faculty Award

Each year one (1) to three (3) tenured instructors will be selected by a Master Instructor 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 instructors at an annual public event. The award shall be \$2,000 per recipient with up to three (3) recipients.

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

1002.0 Basic Salary Schedule

2025-2026: 2.75% increased to base, added step 16

2026-2027: 2.75% increased to base, added step 17

2027-2028: 2.75% increased to base, added step 18

If the Bay de Noc Community College Board of Trustees approves any collective off schedule bonuses of administrative employees who are directly employed by the College during the 2025-2026, 2026-2027, or 2027-2028 fiscal years, the Full-time Faculty shall be subject to and assume the same off schedule collective bonus.

1002.0 Basic Salary Schedule (continued)

2.75% over the 2024-2025 Salary Step Schedule + Step 16

2025-2026 NEW STEP	Bachelor's	MA/MS	MA/MS+30	PhD
1	\$48,780	\$53,342	\$58,727	\$62,157
2	\$51,178	\$56,160	\$60,439	\$63,870
3	\$53,305	\$58,668	\$62,157	\$65,586
4	\$55,542	\$61,285	\$64,313	\$69,103
5	\$57,808	\$63,941	\$67,092	\$71,997
6	\$60,105	\$66,703	\$69,920	\$74,935
7	\$62,434	\$69,517	\$72,784	\$77,907
8	\$64,960	\$72,353	\$75,693	\$81,007
9	\$67,486	\$75,239	\$78,717	\$84,144
10	\$69,943	\$78,156	\$81,785	\$87,333
11	\$72,458	\$81,200	\$84,894	\$90,564
12	\$74,453	\$84,583	\$88,337	\$94,209
13	\$76,629	\$86,770	\$90,427	\$96,361
14	\$77,828	\$87,967	\$91,623	\$97,556
15	\$78,997	\$89,288	\$92,997	\$99,020
16	\$80,182	\$90,627	\$94,392	\$100,505

1002.0 Basic Salary Schedule (continued)

2.75 % over the 2025-2026 Salary Step Schedule + Step 17

2026-2027 NEW STEP	Bachelor's	MA/MS	MA/MS+30	PhD
1	\$50,121	\$54,809	\$60,342	\$63,866
2	\$52,585	\$57,704	\$62,101	\$65,626
3	\$54,771	\$60,281	\$63,866	\$67,390
4	\$57,069	\$62,970	\$66,082	\$71,003
5	\$59,398	\$65,699	\$68,937	\$73,977
6	\$61,758	\$68,537	\$71,843	\$76,996
7	\$64,151	\$71,429	\$74,786	\$80,049
8	\$66,746	\$74,343	\$77,775	\$83,235
9	\$69,342	\$77,308	\$80,882	\$86,458
10	\$71,866	\$80,305	\$84,034	\$89,735
11	\$74,451	\$83,433	\$87,229	\$93,055
12	\$76,500	\$86,909	\$90,766	\$96,800
13	\$78,736	\$89,156	\$92,914	\$99,011
14	\$79,968	\$90,386	\$94,143	\$100,239
15	\$81,169	\$91,743	\$95,554	\$101,743
16	\$82,387	\$93,119	\$96,987	\$103,269
17	\$83,623	\$94,516	\$98,442	\$104,818

1002.0 Basic Salary Schedule (continued)

2.75% over the 2026-2027 Salary Step Schedule + Step 18

2027-2028 NEW STEP	Bachelor's	MA/MS	MA/MS+30	PhD
1	\$51,499	\$56,316	\$62,001	\$65,622
2	\$54,031	\$59,291	\$63,809	\$67,431
3	\$56,277	\$61,939	\$65,622	\$69,243
4	\$58,638	\$64,702	\$67,899	\$72,956
5	\$61,031	\$67,506	\$70,833	\$76,011
6	\$63,456	\$70,422	\$73,819	\$79,113
7	\$65,915	\$73,393	\$76,843	\$82,250
8	\$68,582	\$76,387	\$79,914	\$85,524
9	\$71,249	\$79,434	\$83,106	\$88,836
10	\$73,842	\$82,513	\$86,345	\$92,203
11	\$76,498	\$85,727	\$89,628	\$95,614
12	\$78,604	\$89,299	\$93,262	\$99,462
13	\$80,901	\$91,608	\$95,469	\$101,734
14	\$82,167	\$92,872	\$96,732	\$102,996
15	\$83,401	\$94,266	\$98,182	\$104,541
16	\$84,652	\$95,680	\$99,655	\$106,109
17	\$85,922	\$97,115	\$101,150	\$107,701
18	\$87,211	\$98,572	\$102,667	\$109,317

1002.1 (Blank)

1002.2 Summer Pay Schedule

Instructors teaching during the summer 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 instructor participation will be made by the administrator-in-charge by April 1. Nursing instructors 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 instructor.

Instructors teaching during the summer shall keep and post student hours (consistent with the posting requirements in 0101 E.) equal to one-half ($\frac{1}{2}$) hour per week per credit hour up to a maximum of two (2) student hours per week, in minimum one-half ($\frac{1}{2}$) 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 Faculty Negotiations Committee at the time it is being proposed.

1003.2 Division Chairs will receive release time of nine (9) contact hours per academic year 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 the same as the rate for Part Time Instructors' Association (over 100 hours accumulated with Masters or higher degree). For example, the 2022-2023 rates are as follows:

1 Contact Hour Class \$808.00

2 Contact Hour Class \$1,616.00

3 Contact Hour Class \$2,424.00

4 Contact Hour Class \$3,232.00

5 Contact Hour Class \$4,040.00

6 Contact Hour Class \$4,848.00

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

1005

Co-ops and Internships

Payment to instructors 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 instructor's regular load.

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

Academic Calendar 2025-2026**Fall semester**

Fall semester: August 25, 2025 – December 12, 2025

No classes – Labor Day: Monday, September 01, 2025

No classes – Thanksgiving Holiday Break: Wednesday, November 26 – Friday, November 28, 2025

Winter semester

Winter semester: January 12, 2026 – May 08, 2026

No classes – Martin Luther King Jr. Day: Monday, January 19, 2026

No classes – Spring Break: March 09 – 13, 2026

Professional development days

Each instructor is required to participate in professional development activities each academic year. These days will be in-person unless otherwise indicated. These consist of the following:

- Fall In-Service the Monday before the start of the semester (August 18, 2025)
- Fall Student Orientation at respective home campus (Iron Mountain: August 15, 2025; Escanaba: August 22, 2025) and virtual Professional Development on Friday before the Fall semester begins (August 22, 2025)
- Professional Development Days consisting of two dates selected during the Fall Semester and one in the Winter semester which will be established by August 15 of each academic year
- Winter In-Service the Thursday before the start of the semester (January 8, 2026)
- Teaching and Learning Day in May which will be scheduled the Thursday after winter grades are due (May 14, 2026)

Academic Calendar 2026-2027**Fall semester**

Fall semester: August 24, 2026 – December 11, 2026

No classes – Labor Day: Monday, September 07, 2026

No classes – Thanksgiving Holiday Break: Wednesday, November 25 – Friday, November 27, 2026

Winter semester

Winter semester: January 11, 2027 – May 07, 2027

No classes – Martin Luther King Jr. Day: Monday, January 18, 2027

No classes – Spring Break: March 08 – 12, 2027

Professional development days

Each instructor is required to participate in professional development activities each academic year. These days will be in-person unless otherwise indicated. These consist of the following:

- Fall In-Service the Monday before the start of the semester (August 17, 2026)
- Fall Student Orientation at respective home campus (TBD) and virtual Professional Development on Friday before the Fall semester begins (August 21, 2026)
- Professional Development Days consisting of two dates selected during the Fall Semester and one in the Winter semester which will be established by August 15 of each academic year
- Winter In-Service the Thursday before the start of the semester (January 7, 2027)
- Teaching and Learning Day in May which will be scheduled the Thursday after winter grades are due (May 13, 2027)

Academic Calendar 2027-2028**Fall semester**

Fall semester: August 23, 2027 – December 10, 2027

No classes – Labor Day: Monday, September 06, 2027

No classes – Thanksgiving Holiday Break: Wednesday, November 24 – Friday, November 26, 2027

Winter semester

Winter semester: January 10, 2028 – May 05, 2028

No classes – Martin Luther King Jr. Day: Monday, January 17, 2028

No classes – Spring Break: March 06 – 10, 2028

Professional development days

Each instructor is required to participate in professional development activities each academic year. These days will be in-person unless otherwise indicated. These consist of the following:

- Fall In-Service the Monday before the start of the semester (August 16, 2027)
- Fall Student Orientation at respective home campus (TBD) and virtual Professional Development on Friday before the Fall semester begins (August 20, 2027)
- Professional Development Days consisting of two dates selected during the Fall Semester and one in the Winter semester which will be established by August 15 of each academic year
- Winter In-Service the Thursday before the start of the semester (January 6, 2028)
- Teaching and Learning Day in May which will be scheduled the Thursday after winter grades are due (May 11, 2028)

1100.1 Calendar Guidelines

Academic calendars are based on a 16-week semester. Any academic calendars proposed for dates beyond the expiration of this master agreement will be considered tentative until a subsequent master contract agreement is ratified.

1200.0

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

Distribution of Copies:

GRIEVANCE # _____

Received by: _____ / _____ / _____
Administration Association President Grievant

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 Master Agreement 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, their 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 Title IX Coordinator:

Director of Student Life
Bay de Noc Community College
2001 North Lincoln Road
Escanaba, MI 49829-2511
906-217-4031

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,

Director of Human Resources
Bay de Noc Community College
2001 North Lincoln Road
Escanaba, MI 49829-2511
906-217-4036

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; reviewed and revised August 12, 2013; reviewed and revised August 4, 2015; reviewed and revised September 1, 2017.