

MASTER AGREEMENT

Between

BAY de NOC COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

**BAY de NOC COMMUNITY COLLEGE
TEACHERS' EDUCATION ASSOCIATION**

M.E.A. Affiliate

**2020-2021
2021-2022**

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RECOGNITION, RIGHTS AND GUARANTEES

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

0002 This Agreement entered into this 22 day of June, 2020, 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 and reference shall include both male and female instructor.

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 his/her 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

0007 Board Recognition (continued)

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 to teach technical classroom-laboratory courses 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 credits under a waiver 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 for clauses which permit individual negotiation.

0009 Supersedes

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

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

0010 Changes in Current Policies

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

0011 Copies of Proposed Policy Changes

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

0012 Amendment

This 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

0014 Effect on Individual Proffer and Step Placement (continued)

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.

0015 No Strike

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

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

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

0016 No Lockout

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

0017 Access to Information

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

0017 Access to Information (continued)

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.
- B. continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
- C. the right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, determine the size of the work force and to lay off employees, but not to conflict with the provisions of this Agreement.
- D. determine the services, supplies and equipment necessary to continue its operations.
- E. adopt reasonable rules and regulations.

0019

Board Rights/Management Rights (continued)

- 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 and programs and terminate existing programs and courses.

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

0019.2

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

0020

Meeting Rooms

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

0020 Meeting Rooms (continued)

instructor assignments during these hours.

0021 Association Business

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

0021.1 Professional Personnel and Association Leave

- A. Any 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 Use of Facilities and Equipment (continued)

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

0023 Official Association Representative at Board Meetings

If the President of the Association wishes items placed on the agenda for a regularly-scheduled Board meeting, he/she shall make such request of the Board and President within the same deadline period as Administration. The Board shall then recognize the president of the Association or his/her representative as a matter of new business. The Association President or his/her designated representative will be recognized for comment on agenda items.

0024 Association/Management Council

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

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

0024 Association/Management Council (continued)

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.

0025 (Blank)

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 his/her competency area in accordance with accepted courses of study.

0026.2 While the instructor must be free to teach and live according to his/her conscience, so should the community he/she serves. The instructor must

0026 Academic Freedom (continued)

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, assist in the enforcement of, and/or support.

0028 Textbooks and Other Teaching Materials

All textbooks and other teaching materials shall be selected by the 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 Curriculum (continued)

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.

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

Any proposed modification to the schedule and teaching assignments may be made by the designated administrator only after consultation with the 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 Proposed Class Schedule and Teaching Assignments (continued)

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 his/her 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.

0100.3 (Blank)

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.

0100.4 Staff Assignments (continued)

No full-time instructor shall teach more than eight (8) contact hours at the staff assignment rate per semester. Any instructor with more than eight (8) contact hours above their basic load will have their teaching assignment approved by the administrator-in-charge before the beginning of the semester.

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

During the hiring process, candidates will be assessed for training and experience relative to classroom, 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 in December for the Fall semester and in May for the Winter semester. The report will go to the Association Board President.

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 professionally, honestly and respectfully with their colleagues and all college staff.

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

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

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

- B. Each instructor will serve as advisor to 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 his/her discipline and the College. Instructors will report attendance or non-attendance as needed by the College. Instructors will regularly monitor college communications (e-mail, voicemail, print

Instructor Responsibilities (continued)

and other electronic media) and utilize the common electronic calendar.

- D. 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.

E. Office Hours and Other Guidelines

1. Instructors shall maintain at least five (5) hours per week for consultation and advising with students. Such hours shall be in addition to his/her scheduled classes. Each instructor shall post on or beside his/her office door his/her office hours and on the common electronic calendar. During the final week of the semester, faculty are not required to hold regular office 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 his/her regular load shall not be assigned without his/her consent a class prior to 9:00 a.m. on a morning after he/she has taught an evening class.
4. With the exception of absences that qualify under Clause 0301.4, all absences and reasons for such absences from scheduled duties shall be reported promptly to the administrator-in-charge.

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

Instructor Responsibilities (continued)

- G. Occupational Program Leaders. Administration will assign occupational program faculty to Program Leader positions, based on historical assignments and practices in the occupational areas (Business, Technology, and Non-Nursing Allied Health Division faculty, plus the Criminal Justice, Early Childhood, and Human Services program faculty in the Social and Behavioral Sciences Division.) Nursing faculty will not be considered Occupational Program Leaders. Occupational Programs with multiple program leaders will be managed collaboratively by the assigned faculty. Assigned Program Leaders shall receive a lump sum stipend of \$800.00, payable at the beginning of the Fall semester.

Occupational Program Leader rights, duties and responsibilities include:

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. Facilitate meetings of other instructors in the program.
5. Coordinate Advisory Board meetings.
6. Review programs through the PERT process and make recommendations for program improvement and curriculum revision.
7. Participate in assessment of student and program learning outcomes.
8. Participate in accreditation meetings, as appropriate, and serve functions required by program accrediting bodies

0101 Instructor Responsibilities (continued)

H. Each instructor will spend three (3) days on campus for required SOAR advising, required advising training, other advising-related duties, and required college training/professional development activities during summer SOAR days. June SOAR dates should be scheduled as soon after Memorial Day as reasonably possible, with the final SOAR date falling as close as possible to Faculty Professional Development/Start-up days in August. Each instructor will also spend one (1) day on campus prior to the end of the 15th week of fall semester for required student advising only. SOAR dates will be established and published as part of the academic calendar planning process.

0102 Class Size Guidelines

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

Lecture.....	30
Laboratory.....	Number of Stations
Lecture-Laboratory Related	75
English Composition (ENGL 101,102 & 145 or eq.) and Speech	22
Auto Mechanics Lab	18
Welding Lab.....	18
Machine Tool Lab	18
Business Communications.....	24

Online Class Size: Maximum class size for online courses:

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

The first time an online course is offered, the maximum course

0102 Class Size Guidelines (continued)

enrollment is fifteen (15) students.

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

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

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:

0102.2

No-Go Courses (continued)

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

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

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

0103 Overload and Staff Assignments (continued)

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 his/her 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 Student Advising

All student advising shall be the responsibility of the instructors, and any qualified person as approved by the Vice President of Student Services and/or the administrator-in-charge.

0106 Sponsorship of Student Activities

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

0107 Honors Courses

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

0108 New Position

0108.0 Establishment of New Positions

0108.1 If more than 75 percent of courses (contacts) in a department or discipline in a twelve (12) month period will be taught by part-time 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

0108.0 Establishment of New Positions (continued)

by the results of a comprehensive evaluation process conducted by the Dean and the Division Chair.

0108.2 The administrator-in-charge, in his/her 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 0110.3 are to be completed before a recommendation for a new position is presented to the Board of Trustees.

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

0108.6 The administrator-in-charge shall follow Federal and State EEO Guidelines and Laws in hiring practices.

0109 Tenure

- 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.
- 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

0109

Tenure (continued)

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 dismissal of a probationary employee shall be provided the other party by April 1 for the Fall Semester and November 1 for the Winter Semester. Dismissal for just cause does not require advance notice.
- G. The tenure clauses of this master agreement do not affect the administrative right of limiting step placements during the initial probationary period.
- H. If a tenured instructor requests and is granted a release from the College before the expiration of his/her annual salary step placement letter, he/she shall reimburse the College up to \$300.00 for the expense involved in finding a replacement.

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. 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 Just Cause (continued)

- 0111.3 If discharge of a tenured instructor is to be considered because of inadequacies 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 his/her 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

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

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

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

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

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

Social and Behavioral Sciences: with responsibilities in, but not limited to, the areas of Early Childhood Development, Criminal Justice, Anthropology, Education, Geography, History, Political Science, Psychology, Sociology, Philosophy, First Year Experience, Human Services, Leadership, and Women's and Gender Studies.

Academic Divisions (continued)

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

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 his/her 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 his/her home campus designated at time of hire (Escanaba or Bay West). 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 he/she be transferred against his/her will.

Academic Divisions (continued)B. Division Chair Selection and Appointment

1. Division Chairpersons will be appointed for a one-year period of time.
2. In the Winter semester, each academic division will create a Division Chairperson Selection Committee of all interested divisional members.
 - a. The Division Chairperson Selection Committee will solicit in writing, nominees from the Divisional members.
 - b. The Selection Committee will notify the Division members and their administrator in writing who the nominees are.
 - c. A meeting will be held where there will be deliberation on the acceptability of the nominees by the Division's members and their administrator. After deliberation, a vote of the Division members will determine the divisions' top nominee.
 - d. Finally, the committee will forward a full list of nominees with the Division's recommendations to the Area Dean prior to April 1.
3. The Area Dean will review the recommendation of the Division Chairperson Selection Committee and make an appointment based upon it.
 - a. If the top-ranked nominee from the Division is not selected by the Dean, a meeting will be held with the Dean and Division members to review the rationale.
 - b. The Division will then reconsider and nominate another or the same recommendation, starting back at Step 2(c) above.
 - c. The process will continue until a selection that is agreeable to both the Division and the Dean is arrived at.

Academic Divisions (continued)

- d. If a mutually-agreeable appointment cannot be rendered, a final selection will be made by the Association Management Council.
4. The Division Chairpersons will be notified of their appointment prior to May 1. 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. Promote productive communications within the Division, (including adjuncts and Bay College West instructors) at Division Chair meetings and at meetings with the Administration.
4. Conduct Division meetings as needed.
5. Complete a Division Progress Report each semester.
6. Assist with the granting of waivers, credit-by-examination, independent study, and directed study.

Division Chair Responsibilities (continued)

7. Assist in hiring personnel and assigning staff to courses being taught on a part-time basis.
8. Work with the Dean to expedite instructor input into the development of the College budget and assist in monitoring division budgets and expenditures for equipment, instructional materials, and travel.
9. Assist in orientation, mentoring, and monitoring of part-time instructors.
10. Assist in the development of the course schedule both on- and off-campus.
11. Assist the Dean in situational problem solving involving divisional matters.
12. Assist and coordinate academic advising and curricular issues.
13. Assist in articulation activities with high schools and universities.
14. Additional duties may be assigned when, in the Dean's opinion, the duties are not equal between divisions.
15. Division Chairs ensure textbooks adoptions for staff assignments sections are reported to IT in a timely manner.

D. Division Chair Guidelines

1. Division Chairs will receive release time of 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 on campus during the Fall and Winter semesters.
2. Division Chairs can be expected to assist in student advising for up to seven (7) days per Summer, including SOAR days.
3. A report on the release time granted the Division Chair and an

Division Chair Guidelines (continued)

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

West 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.

The EMT/Paramedic instructor shall report to the EMT/Paramedic Program Director 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 and which shall specifically be included in their deliberation, shall include, but shall not be limited to the following:

- A. The development of divisional curricula.
- B. The determination of course offerings and teaching assignments, including off-campus and Summer 1 and Summer 2 sessions.
- C. Instructor participation in the preparation of the divisional budget.

0112.3 Specified Involvement (continued)

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

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. His/her title in the administrative position will include the word "acting" during the time he/she holds 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 him/her under this master agreement to have continued in the bargaining unit during the time he/she held the administrative position.

0205 Reduction - Retrenchment

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

- A. Qualification: This factor is to be considered where specific background and education are necessary for teaching the assignments that will continue to be offered.
- B. Experience: This factor will be used when written records substantiate that this quality in one instructor is superior to that of another.
- C. 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 five (5) days sick leave during Fall semester and five (5) days during Winter semester. Three (3) days of sick leave will be granted to instructors who teach during the Summer 1 and/or Summer 2 semester. The Summer 1 and Summer 2 semester sick leave accrual cannot exceed three (3) days in total, nor can an instructor earn more than thirteen (13) sick days during the academic year. Accumulation of sick leave may not exceed a total of thirty (30) days.

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

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

0301 Sick Leave

0301.4 After three (3) consecutive contract days, 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 his/her teaching responsibilities. Medical

0301 Sick Leave (continued)

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, he/she 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 serious health conditions of the employee or family member, childbirth, adoption, or foster care. To the extent that any provision of this Agreement provides for less benefit than that which is required by the FMLA, the FMLA shall govern.

0302 Family and Medical Leave Act (FMLA) and Military Leave (continued)

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 his/her 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 his/her own expense.

0307 Leaves of Absence/Sabbatical

- 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 his/her 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, he/she will not be required to pay the medical premium during their absence; likewise, other fringe

Leaves of Absence/Sabbatical (continued)

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. 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 on the first scheduled SOAR days without prior Administration approval. Personal leave days cannot be accumulated from year to year.

GRIEVANCE PROCEDURE

0400 Any claim by the Association or the 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 his/her work,

GRIEVANCE PROCEDURE (continued)

he/she shall first obtain permission from his/her 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 his/her 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 his/her answer in writing to the Grievant.

0400.6 Step Two

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

- A. Attempt to resolve the grievance by holding a meeting with the necessary persons and/or 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, he/she 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 alleged grievance is not settled at Step Two, it may be referred in

GRIEVANCE PROCEDURE (continued)

writing to the Board of Trustees within ten (10) days after the date of the answer by the President of the College. The Board, or a committee thereof, shall hold a hearing, or otherwise investigate the grievance, or prescribe such other procedures as it may deem appropriate for consideration of the grievance. The Association shall have an opportunity to present its views at this step. The Board, or committee thereof, shall render a decision on the grievance and present it in writing to the Association within twenty-five (25) days after the date the matter was referred to the Board of Trustees.

0400.8 Step Four

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

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

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

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

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

GRIEVANCE PROCEDURE (continued)

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

The Arbitrator's fees and expenses 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.

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

0401 Grievance File

All documents, communications, and records dealing with a grievance, except the material which is normally kept in the instructor's personnel file,

GRIEVANCE PROCEDURE (continued)

shall be filed separately from the personnel files of the participants.

0402 **Personnel Files: Access**

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

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

0404 When complaints or entries of a derogatory nature are placed in 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 his/her 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 Improvement**

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

Guidelines for use of these funds include:

- A. Actual travel.
- B. Membership dues in professional organizations as limited to the discipline, as approved by the designated administrator.
- C. Subscription(s) to professional periodicals as related to the discipline and approved by the designated administrator.

0500.1 Professional Improvement (continued)

- D. Bay de Noc Community College Continuing Education course tuition.
- E. Instructors can opt to use their accounts to help fund on-campus presentations or training that are of interest to a group of faculty.

For the 2020-2021 year, the \$1,000 of Professional Development Funds shall be funded by the FT Faculty Professional Development Fund.

0500.2 Professional Improvement Carry-Over

Professional improvement 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.

For the 2020-2021 year, unused funds from full-time faculty who are retiring at the end of the 2019-2020 academic year will not be transferred to the Faculty Professional Development Fund, and will be transferred to Bay de Noc Community College's General Fund.

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).

August 2017 through December 2017: The College has adopted a Medical Benefit Plan year for the Period of August 1, 2017 through December 31, 2017.

The College shall pay 80% of the pro-rated total annual costs of the medical benefit plan MESSA Choices II, which includes the premium of the medical benefit plan and all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts, or similar accounts used for health care but does not include beneficiary-paid copayments, coinsurance, deductibles, other out-of-pocket expenses, other service-related fees that are assessed to the coverage beneficiary, or beneficiary payments into health savings accounts, flexible spending accounts, or similar accounts used for health care.

The College shall offer the following plans:

- MESSA Choices II (500/1000)
- MESSA ABC Plan 1
- MESSA ABC Plan 2

Insurance Coverage (continued)

The College shall contribute the following amounts to ABC Plan participants' Health Savings Accounts (HSA) on September 1, 2017:

ABC Plan 1	
Single	\$ 190.11
2 Person	\$ 427.60
Family	\$ 532.09

ABC Plan 2	
Single	\$ 299.76
2 Person	\$ 674.48
Family	\$ 839.32

January 2018 through December 2018: In compliance with Section 3 of PA 152 of 2011, MCL 15.563, the College shall not pay more of the annual costs or illustrative rate (premiums) and any payments for reimbursement of 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 shall offer the following plans:

- MESSA Choices II (500/1000)
- MESSA ABC Plan 1
- MESSA Choices II (1000/2000)
- MESSA Choices II (1000/2000 with 10% Coinsurance)

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

Health Savings Account contributions shall not be made by the College for employees participating in Choices II plans in order to allow the College to comply with PA 152 of 2011. The College will contribute the maximum dollar amount of the hard cap allowed by the state toward healthcare.

January 2019 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

Insurance Coverage (continued)

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.

The College shall offer the following plans:

- MESSA Choices II (500/1000)
- MESSA ABC Plan 1
- MESSA Choices II (1000/2000)
- MESSA Choices II (1000/2000 with 10% Coinsurance)

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

Health Savings Account contributions shall not be made by the College for employees participating in Choices II plans in order to allow the College to comply with PA 152 of 2011.

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.

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

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).

0501

Insurance Coverage (continued)

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 his/her 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
- \$4,000 maximum per month
- two-year own occupation definition
- benefits payable to age 65; accident and sickness
- waiver of premium while totally disabled
- rehabilitation provision
- mental rider provision

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 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, he or she is 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, he/she 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.

0501.3 Short-Term Disability (continued)

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

0501.4 Long-Term Disability

- A. When returning from sick leave during or at the end of the first or second year, the instructor will be assured his/her original position if it still exists, or a vacant position within the area of his/her interests, abilities, and training. This right will exist for a period of two (2) years commencing with the date of disability.
- B. An instructor must provide the College with medical assurance that he/she is physically and mentally fit to return.
- C. Should the administrator-in-charge disagree with the medical assurance provided, the College has the right to ask that a physical examination be provided at the College's expense. The results of this physical shall be the basis for determining the 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 his/her 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), he/she will receive the equivalent of one hour's pay at the prevailing staff rate for each scheduled round trip. However, if the instructor lives within twenty (20) miles of the secondary site, he/she will not be eligible for this allowance.

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.

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

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 he/she desires, provided there is no conflict with his/her assignment. No tuition will be charged.

0505.2 Spouses and children and or legally adopted children of the 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 Use of YMCA Facilities

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

0507 Professor Emeritus

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

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

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

0603.2 Final Paycheck

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

duties have been 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 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 he/she developed for the course. However, the course outline and syllabus remains property of the College.

0608 Team Teaching

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

0609 Independent/Directed Study/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.

DURATION OF AGREEMENT

0700 Duration of Agreement

This Agreement shall be effective as of the 3rd day of August, 2020 and shall continue in effect until midnight on the 2nd day of August, 2022. Final payment will be issued on the 5th day of August, 2022. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.


0700.1 Further Agreement

It is agreed that bargaining for the Agreement which shall replace this Agreement shall commence no later than January 15, 2022. However, this shall not preclude the rights provided for in paragraphs 0012 and 0013 of this Agreement.

**FULL-TIME FACULTY MASTER CONTRACT AGREEMENT 2020-2022
SIGNATURE PAGE**

BOARD OF TRUSTEES


Eric Lundin
Chairman of the Board


Thomas Smith
Chief Negotiator

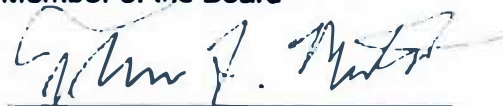

Stephen T. Davis
Vice-Chair of the Board


Terri T. Mileski
Secretary of the Board


Jay E. Hopkins
Treasurer of the Board


Kenneth H. Groh
Member of the Board


Gordon P. Fitch
Member of the Board


Thomas L. Butch
Member of the Board

TEACHER ASSOCIATION


Molly Campbell
President


Larry Gabka
Chief Negotiator

Instructor Salary System and Initial Step PlacementA. 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.

Instructor Salary System and Initial Step Placement (continued)

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

2020-2021 NEW STEP	Bachelor's	MA/MS	MA/MS+30	PhD
1	\$ 43,754	\$ 47,847	\$ 52,677	\$ 55,753
2	\$ 45,905	\$ 50,374	\$ 54,213	\$ 57,291
3	\$ 47,814	\$ 52,624	\$ 55,753	\$ 58,829
4	\$ 49,820	\$ 54,972	\$ 57,688	\$ 61,984
5	\$ 51,853	\$ 57,354	\$ 60,181	\$ 64,581
6	\$ 53,913	\$ 59,831	\$ 62,717	\$ 67,215
7	\$ 56,003	\$ 62,354	\$ 65,286	\$ 69,881
8	\$ 58,268	\$ 64,900	\$ 67,895	\$ 72,662
9	\$ 60,534	\$ 67,488	\$ 70,608	\$ 75,476
10	\$ 62,738	\$ 70,105	\$ 73,360	\$ 78,336
11	\$ 64,993	\$ 72,835	\$ 76,149	\$ 81,235
12	\$ 66,783	\$ 75,870	\$ 79,237	\$ 84,504
13	\$ 68,735	\$ 77,832	\$ 81,112	\$ 86,434
14	\$ 69,811	\$ 78,906	\$ 82,185	\$ 87,506
15	\$ 70,858	\$ 80,089	\$ 83,417	\$ 88,819

1002.0 Basic Salary Schedule (continued)

2021-2022 NEW STEP	Bachelor's	MA/MS	MA/MS+30	PhD
1	\$ 43,754	\$ 47,847	\$ 52,677	\$ 55,753
2	\$ 45,905	\$ 50,374	\$ 54,213	\$ 57,291
3	\$ 47,814	\$ 52,624	\$ 55,753	\$ 58,829
4	\$ 49,820	\$ 54,972	\$ 57,688	\$ 61,984
5	\$ 51,853	\$ 57,354	\$ 60,181	\$ 64,581
6	\$ 53,913	\$ 59,831	\$ 62,717	\$ 67,215
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10	\$ 62,738	\$ 70,105	\$ 73,360	\$ 78,336
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12	\$ 66,783	\$ 75,870	\$ 79,237	\$ 84,504
13	\$ 68,735	\$ 77,832	\$ 81,112	\$ 86,434
14	\$ 69,811	\$ 78,906	\$ 82,185	\$ 87,506
15	\$ 70,858	\$ 80,089	\$ 83,417	\$ 88,819

1002.1 (Blank)

1002.2 Summer School Pay Schedule

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

Nursing teaching assignments with 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.

Summer school instructors shall keep and post office hours equal to one-half ($\frac{1}{2}$) hour per week per credit hour up to a maximum of two (2) office 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 2020-2021 rates are as follows:

1 Contact Hour Class	\$776.00
2 Contact Hour Class	\$1,552.00
3 Contact Hour Class	\$2,328.00
4 Contact Hour Class	\$3,104.00
5 Contact Hour Class	\$3,880.00
6 Contact Hour Class	\$4,656.00

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.

1100.0 Academic Calendar for 2020-2021

Fall Semester (FS) 2020 Weeks

Days

	August 12-13	Faculty on Campus	2
WEEK 1 - FS	August 17-21	Classes Begin	5
WEEK 2 - FS	August 24-28	Classes	5
WEEK 3 - FS	August 31-September 4	Classes Begin	5
	September 7	LABOR DAY BREAK	0
WEEK 4 - FS	September 8-11	Classes	4
WEEK 5 - FS	September 14-18	Classes	5
WEEK 6 - FS	September 21-25	Classes	5
WEEK 7 - FS	September 28 – October 2	Classes	5
WEEK 8 - FS	October 5-9	Classes	5
WEEK 9 - FS	October 12-16	Classes	5
WEEK 10 - FS	October 19-23	Classes	5
WEEK 11 - FS	October 26-30	Classes	5
WEEK 12 - FS	November 2-6	Classes	5
WEEK 13 - FS	November 9-13	Classes	5
WEEK 14 - FS	November 16-20	Classes – SOAR 11/20/20	5
WEEK 15 - FS	November 23-25	Classes	3
	November 26-27	THANKSGIVING BREAK	0
		TOTAL	74

See 1100.1 for additional information about the calendar.

1100.0 Academic Calendar for 2020-2021

Winter Semester (WS) 2021 Weeks Days

	January 7	Faculty on Campus	1
WEEK 1 - WS	January 11-15	Classes Begin	5
WEEK 2 - WS	January 18-22	Classes	5
WEEK 3 - WS	January 25-29	Classes	5
WEEK 4 - WS	February 1-5	Classes	5
WEEK 5 - WS	February 8-12	Classes	5
WEEK 6 - WS	February 15-19	Classes	5
WEEK 7 - WS	February 22-25	Classes	4
	February 26 – March 1	SPRING BREAK	0
WEEK 8 - WS	March 2-5	Classes	4
WEEK 9 - WS	March 8-12	Classes	5
WEEK 10 - WS	March 15-19	Classes	5
WEEK 11 - WS	March 22-26	Classes	5
WEEK 12 - WS	March 29 – April 2	Classes	5
WEEK 13 - WS	April 5-9	Classes	5
WEEK 14 - WS	April 12-16	Classes	5
WEEK 15 - WS	April 19-23	Classes	5
	April 24	COMMENCEMENT	.5
	SOAR DATES: Tues. 6/8/21, Thurs. 6/10/21, Thurs. 8/19/21	Each faculty will spend three (3) days on campus in the summer, defined as SOAR days	3
		TOTAL	77.5

See 1100.1 for additional information about the calendar.

1100.0 Academic Calendar for 2021-2022

Fall Semester (FS) 2021

Weeks

Days

	August 25-26	Faculty on Campus	2
WEEK 1 - FS	August 30-September 3	Classes Begin	5
	September 6	LABOR DAY BREAK	0
WEEK 2 - FS	September 7- 10	Classes	4
WEEK 3 - FS	September 13-17	Classes	5
WEEK 4 - FS	September 20-24	Classes	5
WEEK 5 - FS	September 27-October 1	Classes	5
WEEK 6 - FS	October 4-8	Classes	5
WEEK 7 - FS	October 11-15	Classes	5
WEEK 8 - FS	October 18-22	Classes	5
WEEK 9 - FS	October 25-29	Classes	5
WEEK 10 - FS	November 1-5	Classes	5
WEEK 11 - FS	November 8-12	Classes	5
WEEK 12 - FS	November 15-19	Classes	5
WEEK 13 - FS	November 22-23	Classes	2
	November 24-26	THANKSGIVING BREAK	0
WEEK 14 - FS	November 29-December 3	Classes	5
WEEK 15 - FS	December 6-10	Classes – SOAR 12/10/21	5
WEEK 16 - FS	December 13-17	Classes	5
		TOTAL	78

See 1100.1 for additional information about the calendar.

1100.0 Academic Calendar for 2021-22

Winter Semester (WS) 2022 Weeks Days

	January 13	Faculty on Campus	1
WEEK 1 - WS	January 17-21	Classes Begin	5
WEEK 2 - WS	January 24-28	Classes	5
WEEK 3 - WS	January 31-February 4	Classes	5
WEEK 4 - WS	February 7-11	Classes	5
WEEK 5 - WS	February 14-18	Classes	5
WEEK 6 - WS	February 21-25	Classes	5
WEEK 7 - WS	February 28-March 4	Classes	5
WEEK 8 - WS	March 7-11	Classes	5
	March 14-18	SPRING BREAK	0
WEEK 9 - WS	March 21-25	Classes	5
WEEK 10 - WS	March 28-April 1	Classes	5
WEEK 11 - WS	April 4-8	Classes	5
WEEK 12 - WS	April 11-15	Classes	5
WEEK 13 - WS	April 18-22	Classes	5
WEEK 14 - WS	April 25-29	Classes	5
WEEK 15 - WS	May 2-6	Classes	5
WEEK 16 - WS	May 9-13	Classes	5
	May 14	COMMENCEMENT	.5
	SOAR DATES: Tues. 6/7/22, Thurs. 6/9/22, Thurs. 8/18/22	Each faculty will spend three (3) days on campus in the summer, defined as SOAR days	3
		TOTAL	84.5

See 1100.1 for additional information about the calendar.

1100.1 Calendar Guidelines

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

**The academic calendar for 2020-2021 has been adjusted due to the COVID-19 pandemic and does not follow the above language listed in 1100.1.

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

The Instructional Leaders Team (ILT) and Student Services personnel will review and extend the calendar for the next three years at the first ILT meeting each Fall semester. Any academic calendars proposed by ILT through this process for dates beyond the expiration of this 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, his/her request to appeal and the subsequent action will be recorded as endorsement to this form.

Part III:

Disposition of Grievance by President or Designee: _____

Signature of President

Date

Part IV:

Disposition of Grievance by Board: _____

Signature of Board Secretary

Date

Part V:

Disposition of Grievance by Arbitrator: _____

Signature of Arbitrator

Date

EQUAL OPPORTUNITY STATEMENT

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

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

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